

AGENDA
REGULAR MEETING OF COUNCIL
October 6, 2020
6:30 PM

1. ROLL CALL
2. READING OF MINUTES
3. REPORTS & COMMUNICATIONS FROM MAYOR & HEADS OF DEPARTMENTS AND INTERESTED PARTIES AND CITY CLERK'S NOTES
 - 3.A CORRESPONDENCE RECEIVED FROM UNITED STATES SENATOR ROBERT P. CASEY, JR. DATED SEPTEMBER 14, 2020 REGARDING COVID-19 PANDEMIC.

[Correspondence received from Senator Robert P. Casey, Jr. dated September 14, 2020.pdf](#)
 - 3.B CORRESPONDENCE RECEIVED FROM OECD EXECUTIVE DIRECTOR DATED SEPTEMBER 29, 2020 REGARDING BLIGHT TASKFORCE UPDATE.

[Correspondence received from OECD Executive Director 9-29-2020.pdf](#)
 - 3.C SINGLE TAX OFFICE CITY FUNDS DISTRIBUTED COMPARISON REPORT 2019-2020 YEAR TO DATE SEPTEMBER 30, 2020.

[Single Tax Office City Funds Distributed September 2019-2020.pdf](#)
 - 3.D CORRESPONDENCE RECEIVED FROM TROY & BANKS DATED SEPTEMBER 18, 2020 REGARDING TELECOM AUDIT.

[Correspondence received from Troy & Banks 9-18-2020.pdf](#)

- 3.E MINUTES OF THE CIVIL SERVICE COMMISSION MEETING HELD SEPTEMBER 3, 2020.

[Civil Service Commission Meeting Minutes 10-01-2020.pdf](#)

4. CITIZENS PARTICIPATION

5. INTRODUCTION OF ORDINANCES, RESOLUTIONS, APPOINTMENT AND/OR RE-APPOINTMENTS TO BOARDS & COMMISSIONS MOTIONS & REPORTS OF COMMITTEES

- 5.A MOTIONS.

- 5.B FOR INTRODUCTION – AN ORDINANCE – AUTHORIZING TWO (2) R5-1 DO NOT ENTER SIGNS (30X30) TO BE INSTALLED AT THE INTERSECTION OF DEPOT STREET/SHAWNEE AVENUE AND R6-1L HORIZONTAL LEFT ONE-WAY SIGNS TO BE INSTALLED AT THE INTERSECTIONS OF RIVERSIDE DRIVE/CANTON PLACE AND RIVERSIDE DRIVE/DEPOT STREET.

[Ordinance-2020 Do Not Enter Signs Depot Shawnee One Way Signs Riverside Canton Depot.pdf](#)

- 5.C FOR INTRODUCTION – A RESOLUTION – APPOINTMENT OF JOSEPH A. O'BRIEN, ESQUIRE, 1012 COLUMBIA STREET, SCRANTON, PENNSYLVANIA, 18509 AS CITY SOLICITOR FOR THE CITY OF SCRANTON EFFECTIVE SEPTEMBER 21, 2020 TO REPLACE JESSICA BOYLES ESKRA, ESQUIRE WHO WAS SERVING AS CITY SOLICITOR.

[Resolution-2020 Appt. Joseph O'Brien, Esquire, City Solicitor.pdf](#)

- 5.D FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH WILLIS TOWERS WATSON FOR CONSULTANT/BENEFITS BROKER SERVICES FOR THE CITY OF SCRANTON EMPLOYEE BENEFITS FOR A PERIOD OF TWO (2) YEARS.

[Resolution-2020 Contract with Willis Towers Watson.pdf](#)

6. CONSIDERATION OF ORDINANCES - READING BY TITLE

- 6.A READING BY TITLE - FILE OF THE COUNCIL NO. 28, 2020 - AN ORDINANCE - AUTHORIZING THE CITY OF SCRANTON TO ALLOW THE R1-1 STOP SIGN WITH A W3-1 STOP AHEAD SIGN PLACED IN ADVANCE OF THE STOP SIGN ON PRICE STREET AT ITS INTERSECTION WITH NEWTON ROAD (S.R.3003) TO REMAIN AS INSTALLED ON AUGUST 27, 2020.

[Ordinance-2020 Stop Ahead Sign Price St & Newton Rd.pdf](#)

- 6.B READING BY TITLE - FILE OF THE COUNCIL NO. 29, 2020 - AN ORDINANCE - AMENDING FILE OF THE COUNCIL NO. 4, 2020, ENTITLED "AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS FOR THE CITY OF SCRANTON TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT THE CONSOLIDATED SUBMISSION FOR COMMUNITY PLANNING AND DEVELOPMENT PROGRAMS TO BE FUNDED UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM AND EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM FOR THE FIVE YEAR CONSOLIDATED PLAN, ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE, AND ANNUAL ACTION PLAN FOR THE PERIOD BEGINNING JANUARY 1, 2020." BY AMENDING THE 2020 ACTION PLAN PROGRAMMING BY \$522,531.00 IN CDBG-CV FUNDS MADE AVAILABLE BY THE CARES ACT.

[Ordinance-2020 Amend 2020 Action Plan CDBG-CV Funds.pdf](#)

7. FINAL READING OF RESOLUTIONS AND ORDINANCES

- 7.A FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - RESOLUTION NO. 76, 2020 - APPOINTMENT OF CHRISTINA L. MANUEL, 1801 SANDERSON AVENUE, SCRANTON, PENNSYLVANIA, 18509 AS A MEMBER OF THE BOARD OF THE SCRANTON REDEVELOPMENT AUTHORITY FOR A FIVE (5) YEAR TERM EFFECTIVE SEPTEMBER 14, 2020. MS. MANUEL WILL BE REPLACING BURT SCHWARTZ WHOSE TERM EXPIRED FEBRUARY 5, 2020 AND WAS HELD OVER, MS. MANUEL'S TERM WILL EXPIRE ON FEBRUARY 5, 2025.

[Resolution-2020 Appt. Christina Manuel Redevelopment Authority.pdf](#)

- 7.B FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - RESOLUTION NO. 77, 2020 - APPOINTMENT OF MICHAEL HANLEY, 800 WOODLAWN STREET, SCRANTON, PENNSYLVANIA, 18509 AS A MEMBER OF THE SCRANTON HOUSING AUTHORITY FOR A FIVE (5) YEAR TERM EFFECTIVE SEPTEMBER 27, 2020. MR. HANLEY WILL BE REPLACING MARY CLARE KINGSLEY WHOSE TERM EXPIRED SEPTEMBER 27, 2020. MR. HANLEY'S TERM WILL EXPIRE ON SEPTEMBER 27, 2025.

[Resolution-2020 Appt. Michael Hanley Scranton Housing Authority.pdf](#)

8. ADJOURNMENT

ROBERT P. CASEY, JR.
PENNSYLVANIA

COMMITTEES:
AGRICULTURE, NUTRITION,
AND FORESTRY
FINANCE
HEALTH, EDUCATION,
LABOR, AND PENSIONS
SPECIAL COMMITTEE ON AGING

United States Senate
WASHINGTON, DC 20510-3805

September 14, 2020

RECEIVED
SEP 29 2020

OFFICE OF CITY
COUNCIL/CITY CLERK

Council of the City of Scranton
340 North Washington Avenue
Scranton, Pennsylvania 18503

Dear Friends:

Thank you for taking the time to contact me about supporting state and local governments during the COVID-19 pandemic. I appreciate hearing from you.

Since COVID-19 first emerged in late 2019, it has spread both globally and across our Nation, including, unfortunately, to Pennsylvania, where Governor Tom Wolf announced confirmation of the first cases on March 6, 2020. My thoughts are with those constituents who have been impacted by the virus, and I wish a speedy recovery to those who are ill. I personally remain in close contact with local, state and federal officials, and my office maintains a resource hub for our constituents at casey.senate.gov/coronavirus. Up to date information on COVID-19 in Pennsylvania can be found at www.pa.gov, or by calling 1-877-PA-HEALTH (1-877-724-3258).

The rapid growth of COVID-19 has created unprecedented health, economic and social challenges. Responding to these challenges will be difficult and will require that we come together as families, communities and as a Nation. I believe difficulties such as these bring out the very best in people and that, together, we can overcome this challenge and emerge stronger.

Four relief packages have been passed by Congress: H.R. 6074, the Coronavirus Preparedness and Response Supplemental Appropriations Act; H.R. 6201, the Families First Coronavirus Response Act; H.R. 748, the Coronavirus Aid, Relief and Economic Security (CARES) Act; and H.R. 266, the Paycheck Protection Program and Health Care Enhancement Act.

Each of these has important measures to respond to the immediate and longer terms impacts of the pandemic. However, millions of Americans continue to feel the direct and indirect effects of COVID-19. I look forward to working with my colleagues in the Senate on further measures. I also strongly believe that any future proposal to limit the outbreak's economic damage should weigh heavily toward helping middle class individuals and families.

It is also essential that the federal government support state, local, territorial and Tribal governments and the critical services they provide. Due to COVID-19, state and local governments are experience a steep decline in revenues, while the costs associated with the pandemic are rising. Without this support, governors and mayors will be forced to reduce critical services that are essential to communities. Unfortunately, we are beginning to see such layoffs across the Nation and in our own Commonwealth. Services at risk include emergency response,

fire and police departments, public health departments, education, trash collection and water and sewer treatment. Though budget cuts will be deeply harmful to every single community, it will cause particular pain in rural communities and small towns already struggling with under-resourced hospitals and a shortage of services like high-speed internet and transportation.

Instead of providing aid to teachers, firefighters and first responders, Senate Majority Leader McConnell has suggested that states declare bankruptcy, something they are legally unable to do. Given the extraordinary need across the country, failing to provide aid to communities and states in their hour of greatest need would be highly irresponsible. It would be especially damaging coming at the end of decades of disinvestment in local and state governments, which has already left us struggling to provide many of the critical services that Americans need. Instead of forcing the layoffs of police officers, public health workers and paramedics, Congress must offer support to communities so that together we can respond to this pandemic and return to our daily lives.

I was proud to fight for the inclusion of the State and Local Stabilization Fund in the CARES Act, which provides \$150 billion in direct assistance for domestic governments. Pennsylvania will receive nearly \$5 billion. On April 9, I sent a letter to Treasury Secretary Mnuchin supporting the expanded use and expedient release of the funds from this fund. Each town has different needs and local officials should be permitted to decide how these funds are best used to support their individual communities.

On May 15, the House of Representatives passed H.R. 6800, the Heroes Act, which contains several provisions to help localities meet health and economic challenges. The proposal would provide \$500 billion for states and the District of Columbia, and \$375 billion for local governments. Pennsylvania would receive nearly \$20 billion to bolster our state and local response to the pandemic. I urge my Senate colleagues to support these measures.

On July 13, I authored a letter to Senate Majority Leader Mitch McConnell, cosigned by 36 of my colleagues, urging him to act decisively and quickly in passing financial assistance at the state, county and local levels. We must ensure that locally-funded first responders, educators and health care providers across the nation can continue to provide assistance to respond to this crisis, sustain local economies and support families living with the fear and uncertainty created by this unprecedented public health emergency.

As your United States Senator, the health and safety of Pennsylvanians is my utmost priority and I am in direct contact with elected officials and public health officials at every level. I will continue to work to ensure Pennsylvania receives the resources it needs combat the virus. Please visit my coronavirus resource page for more information, casey.senate.gov/coronavirus.

Again thank you for sharing your thoughts with me. Please do not hesitate to contact me in the future about this or any other matter of importance to you. For more information on this or other issues, I encourage you to visit my website, casey.senate.gov. I hope you find this online office a comprehensive resource to stay up-to-date on my work in Washington, request assistance from my office or share your thoughts on the issues that matter most to you and to Pennsylvania.

Sincerely,

A handwritten signature in black ink that reads "Bob Casey". The signature is written in a cursive, flowing style.

Robert P. Casey, Jr.
United States Senator



RECEIVED
SEP 29 2020
OFFICE OF CITY
COUNCIL/CITY CLERK

Date: September 29, 2020

To: Scranton City Council

From: Eileen Cipriani
Executive Director

Rachel Schwartz
OECD Team member

Re: **Scranton, Pennsylvania
Blight Taskforce update**

The Office of Economic and Community Development (OECD) has taken a multi-pronged approach to Mayor Cignetti's initiative to fight blight in the city. OECD has partnered with the Licensing Inspections and Permits Department, City Planning and Zoning, Business Administration and Legal to develop a comprehensive plan.

- The city has developed an internal Blight Taskforce that meets monthly; this group is intended to be a precursor to a larger external Blight Taskforce that will include community organizations, city council representation, county land bank and others. To date this group has:
 - Developed a list of blighted properties throughout the city, this is an ongoing process.
 - Worked with internal partners and representation of the Housing Appeals Board to process map.
 - Developing a scoring rubric to prioritize properties.
- The Blight Initiative first strives to rehabilitate properties, unless the property has passed the point of being salvaged.

1- Demolition

Since May 2020, OECD has demolished six properties and DPW one property

1121 Stafford Ave
948 N. Main Ave
1516 Olive St
814 Quincy Ave
841-843 Quincy Ave
902 Quincy Ave
1619 Price St
1012 Cedar Ave- In Process
1310 Price St- In Process
913-915 Eynon St- In Process

2- Home Rehabilitation Program

The City of Scranton's Housing Rehabilitation Program is designed to assist low-income families in the City by bringing their homes up to code. In the past five (5) years OECD has assisted 20 homeowners rehabilitate their homes and bring them up to safety standard codes in the City of Scranton. To be eligible for this program the applicant must own the home, use the home as principle residence, be up to date with all City of Scranton taxes and fees, and are income eligible. This work would include general construction, electrical and mechanical rehabilitation.

The program follows the standard bidding process for contractors. Contractors are placed on the eligibility list by applying to OECD stating they are interested, as well as in good standing with the LIPS Department.

OECD is currently under contract with Barry Isett to conduct inspections on these properties and ensure all safety issues are addressed. If the homeowner contacts OECD for a new roof, a full inspection must occur to make sure all electrical, general and mechanical functions are up to code.

Issues OECD has run into while conducting this program include delinquency issues with Scranton Taxes and Fees as well as the homes needing extensive and costly work to be brought to code.

OECD is currently re-evaluating this program to create an RFP for a community partner to run this program on behalf of OECD, similar to the Home Buyer Program below.

3- Home Buyer Program

The City of Scranton's Homebuyer Program is a program designed to help low-income families achieve the American Dream of homeownership in the City of Scranton. Over the past five (5) years, OECD has assisted fifty three (53) homeowners purchase safe homes in the City of Scranton. OECD contributed to the down payment assistance, eligible closing costs, and ensured the home was free of health and safety issues.

For the Home Buyer Program, the applicant is responsible for choosing a home, realtor, and financial institution of their choice. OECD then works closely with the financial institution to be sure the closing would take place.

This program is now conducted by NeighborWorks of NEPA. OECD has a very close relationship with the staff conducting this program and oversees it on a daily basis. There are currently 17 applicants in the program.

4- Beautiful Blocks,

Beautiful Blocks, which is jointly sponsored by NeighborWorks Northeastern Pennsylvania and the City of Scranton, provides matching grants of up to \$1,000 to each member of a group of at least five Scranton residents to help them make exterior improvements to their homes. Grants are awarded annually through a competitive application process. This year's program was funded by the City of Scranton, the University of Scranton, Johnson College, the Scranton Area Community Foundation, NeighborWorks America, and the PNC Foundation.

A total of 201 households have participated in 2019-2020 consisting of 25 blocks, and totaling \$190K with leveraged funds approximately at a 2:1. Additionally, each block group will receive \$500 for a community project or block party to mark the completion of their projects.

5- Scranton Together Neighborhood Initiative

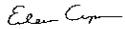
The Scranton Together Neighborhood Initiative has held pop up city hall events Monday, Wednesday and Fridays in August and September. Members of City Hall, Scranton Police, and Scranton Fire attend to address any questions or concerns of the residents which has been well received. Additionally, residents have received recycling bins and schedules, opportunities to register to vote, complete the US Census, park passports, information on community initiatives, and an opportunity to express concerns and have questions answered.

6- Mayor's Volunteer Corps

The City of Scranton is recruiting volunteers to clean up abandoned and condemned properties throughout the City. Volunteers will cut grass and weeds and remove leaves, snow, and ice at properties as needed. The Licensing, Inspections, and Permits office will create a list of properties for the Mayor's Office to distribute to the volunteer corps.

Thank you for your attention to this matter. If you have any questions please do not hesitate to reach out.

Sincerely



Eileen Cipriani

**SINGLE TAX OFFICE
CITY FUNDS DISTRIBUTED
COMPARISON 2019 - 2020**

	<u>YTD</u> <u>9/30/2019</u>		<u>YTD</u> <u>9/30/2020</u>	<u>Increase</u> <u>(Decrease)</u>	<u>Increase</u> <u>(Decrease)</u>
Real Estate	\$28,077,682.60	\$	28,036,770.00	(\$40,912.60)	-0.1%
Delinquent Real Estate	\$1,422,431.60	\$	1,196,351.01	(\$226,080.59)	-15.9%
LST/EMS	\$3,756,822.23	\$	3,599,351.93	(\$157,470.30)	-4.2%
Bus Priv/Merc	\$2,418,182.65	\$	2,420,329.72	\$2,147.07	0.1%
TOTALS	\$35,675,119.08		\$35,252,802.66	(\$422,316.42)	

RECEIVED

SEP 30 2020

OFFICE OF CITY
COUNCIL/CITY CLERK

September 18, 2020

Corporate Offices:

BUFFALO - NEW YORK
2216 Kensington Avenue
Kensington Avenue
at Saratoga
Buffalo, NY 14226
(800) 499-8599
(716) 839-4402
Telefax (716) 839-4452

Branch Offices:

CALIFORNIA
398 E. Carol Ave.
Fresno, CA 93854

Post Office Box 550700
So. Lake Tahoe, CA 96155

FLORIDA
Post Office Box 14192
Ft. Lauderdale, FL 33302

2330 Warbler Circle
Lakeland, FL 33810

NEW YORK
Rockefeller Center
Post Office Box 3968
New York, NY 10185
(212) 699-0621

450 Jericho Turnpike
Suite 203
Mineola, NY 11501
(516) 746-0992

31 Hidden Valley Road
Rochester, NY 14624

TEXAS
6418 Eckhart Rd. #3101
San Antonio, TX 78240

VIRGINIA
325 East Bayview Blvd.
Suite #201
Norfolk, VA 23503
(757) 932-1414

e-mail:
sauc@troybanks.com

Internet address:
www.troybanks.com

David Bulzoni, Business Manager
City of Scranton
340 North Washington Avenue
Scranton, PA 18503

RE: Telecom Audit

Dear Mr. Bulzoni:

This letter serves as an update on the progress of our audit regarding the City's telecom accounts. The audit is now complete.

The enclosed details the results of the audit. The City will realize an annual savings of \$2,360.40. Also, a total credit of \$539.68 was issued to the accounts.

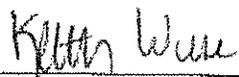
Therefore, please find enclosed our invoice dated September 18, 2020 in the amount of \$580.02. This amount represents Troy & Banks 20% contingency fee as outline in our agreement.

As follows

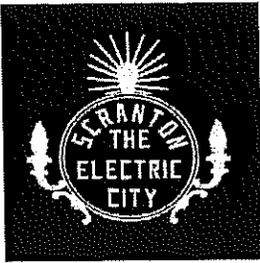
Credit - $\$525.00 + \$8.50 + \$3.09 + \$3.09 = \$539.68 \times 20\% = \107.94
Savings - $\$173.50/\text{mo.} + \$11.60/\text{mo.} + \$5.80/\text{mo.} + \$5.80/\text{mo.} =$
 $\$196.70/\text{mo.} \times 12/\text{mo.} = \$2,360.40 \times 20\% = \$472.08$

Please note- you were already advised of the tax issue to several of the telecom accounts. Please mark your records. Thank you.

Sincerely,
TROY & BANKS INC.

BY: 
Keith Wiese, Audit Manager
kwiese@troybanks.com

KW/lc
Enclosure



City of Scranton
Civil Service Commission
340 N. Washington Avenue
Scranton, PA 18503
SOLICITOR: Christian Owens, Esquire

RECEIVED

OCT 01 2020

OFFICE OF CITY
COUNCIL/CITY CLERK

Approved Minutes
September 3, 2020
Civil Service Meeting

I. Pledge of Allegiance
Completed.

II. Roll Call

Roll call was taken. Chairperson Kevin Morgan, and Commissioners Karen DeSandis and Elizabeth Garcia were present.

Solicitor Christian Owens, Esq. was present.

Civil Service Commission Coordinator, Denise Nytech, was present.

Absent: None

III. Approval of Minutes

- By way of motion by Commissioner DeSandis and seconded by Commissioner Garcia, the Commission approved the minutes for August 6, 2020 – all in favor.

IV. Approval of Bills

- By way of motion by Commissioner Garcia and seconded by Chairperson Morgan, Commission tabled the approval legal bills from Solicitor Owens as the bill was delayed- all in favor.
- By way of motion by Chairperson Morgan and seconded by Commissioner DeSandis, the Commission approved the payment of the Scranton Time Invoice in the amount of \$64.60- all in favor.

V. Unfinished Business

- Police Entry Exams. The entry test is scheduled for October 31, 2020 at Montage Mountain. The Chief Association is available to administer the test on said date. Solicitor Owens will draft the advertisement for Commission review and input. The Notice will be advertised in several places including local colleges and university.

- Paul Schirra's request for a hearing. Solicitor Owens provided the Commission with a legal opinion on veteran's preference related to promotions. The Hoffman v. Whitehall Pennsylvania Supreme Court decision held that veterans preference in promotions was unconstitutional in Pennsylvania. By way of motion by Commissioner Garcia and seconded by Chairperson Morgan, Paul Schirra's request for a hearing was denied by vote of 2-1. Commissioner Garcia and Chairperson Morgan believed it to be disingenuous to hold a hearing when the law clearly states that Veterans preference in promotions is unconstitutional. Commissioner DeSandis voted no on the motion.

VI. New Business

- Act 120 Questions & Answers from Chief Graziano/Mayor. The Commission reviewed the Q & A provided, and Solicitor Owens explained its purpose.
- Amendment to CSC Rules and regulations requiring minimum commitment to SPD. Since the Commission recently passed a resolution that does not require conditional offers of employment to include Act 120 certifications, the Commission discussed the need to require a commitment by any hired officer to remain on the force for at least three years, or to pay the full or prorated Act 120 certifications costs if they left the Department to work elsewhere.
- Resolution Amending Act 120-prorating minimum requirements to applicants who accept a conditional offer of employment and leave employment within three (3) years. By way of motion by Commissioner Garcia and a second by Chairperson Morgan, the Commission approved the resolution-all in favor.
- Officer James Weaver's communication seeking to be removed from the Patrol Sergeant's list because he was promoted to Training Sergeant and wishes to remain in said title. By way of motion by Chairperson Morgan and seconded by Commissioner DeSandis, the Commission approved the motion to remove James Weaver's name from the Patrol Sergeant's list -all in favor.

VII. Communication and Reports/Public Comment

- Members of the fire department informed the Commission that the City is interviewing for a fire superintendent and until the Captain is the interim Chief. It is unclear whether the Mayor has approved a test, but only two candidates remain on the list. Solicitor Owens encouraged the members of the fire department to speak to the Interim Chief to bring the need for testing to the Mayor's attention.

VIII. Adjournment

- By way of motion by Chairperson Morgan and seconded by Commissioner Garcia, the Commission authorized the meeting to be adjourned; all in favor.

FILE OF THE COUNCIL NO. _____

2020

AN ORDINANCE

AUTHORIZING TWO (2) R5-1 DO NOT ENTER SIGNS (30X30) TO BE INSTALLED AT THE INTERSECTION OF DEPOT STREET/SHAWNEE AVENUE AND R6-IL HORIZONTAL LEFT ONE-WAY SIGNS TO BE INSTALLED AT THE INTERSECTIONS OF RIVERSIDE DRIVE/CANTON PLACE AND RIVERSIDE DRIVE/DEPOT STREET.

WHEREAS, On August 17, 2020, John J. Pocius, P.E., P.L.S., City Engineer of LaBella Associates responded to an email from Tom Preambo, Director of the Department of Public Works, seeking a determination as to whether a one-way designation north bound is warranted for Riverside Drive. Mr. Pocius met with residents in the Plot Section area of the City of Scranton to do an on-site evaluation. Please refer to the correspondence dated September 23, 2020 from John J. Pocius, P.E., P.L.S., City Engineer attached hereto as Exhibit "A" and incorporated herein by reference thereto; and

WHEREAS, a number of citizens/residents of the Plot Section signed a Petition for Installation of Traffic Flow Signs to bring attention to "a vital need for One-Way and Do Not Enter signs at the corner of Riverside Drive and Depot Street, Scranton, PA 18509, to enable both vehicle and pedestrian traffic to proceed safely through this intersection..." A true and correct copy of the Petition for Installation of Traffic Flow Signs signed by 57 citizens/residents of the Plot Section in support of the request is attached hereto as Exhibit "B" and incorporated herein by reference; and

WHEREAS, based on the information currently available and also upon professional engineering experience and knowledge, it is the opinion of John J. Pocius, P.E., P.L.S., City Engineer of LaBella Associates with a reasonable degree of Engineering Judgment, that it is in the interest of public safety to have the following recommendations be implemented:

- (1) Two (2) R5-1 Do Not Enter Signs (30x30) shall be installed at the intersections of Depot Street/Shawnee Avenue; and
- (2) R6-IL Horizontal Left One-Way Signs shall be installed at the intersections of Riverside Drive/Canton Place and Riverside Drive/Depot Street.

See Memorandum to Tom Preambo, Director of Department of Public Works from John J. Pocius, P.E., P.L.S., City Engineer dated September 23, 2020 attached hereto as Exhibit "A" and incorporated herein by reference thereto.

WHEREAS, On September 23, 2020, Tom Preambo, Director of Public Works, prepared correspondence to Scranton City Council Members to relay that the citizens of the Plot Section of Scranton are requesting a One-Way and Do Not Enter signs at the corner of Riverside Drive and Depot Street, to enable both vehicle and pedestrian traffic to proceed safely. He indicates that the residents stated that the increased traffic and congestion has created a hazardous situation and Tom Preambo, Director of Public Works, concurs with the citizens that One-Way and Do Not Enter signs are needed at the corner of Riverside Drive and Depot Street. Please refer to the correspondence from Tom Preambo, Director of Public Works, to Scranton City Council Members dated September 23, 2020 attached hereto as Exhibit "C" and incorporated herein by reference.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that two (2) R5-1 Do Not Enter Signs (30x30) shall be installed at the intersection of Depot Street/Shawnee Avenue and R6-IL Horizontal Left One-Way Signs shall be installed at the intersections of Riverside Drive/Canton Place and Riverside Drive/Depot Street.

SECTION 1. If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction such decision shall not affect any other section, clause, provision or portion of this Ordinance so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Ordinance or any portion thereof from time to time as it shall deem advisable in the best interest of the promotion of the purposes and intent of this Ordinance, and the effective administration thereof.

SECTION 2. This Ordinance shall become effective immediately upon approval.

SECTION 3. This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Option Plans Law" and any other applicable law arising under the laws of the State of Pennsylvania.

AUTHORIZING TWO (2) R5-1 DO NOT ENTER SIGNS (30X30) TO BE INSTALLED AT THE INTERSECTION OF DEPOT STREET/SHAWNEE AVENUE AND R6-IL HORIZONTAL LEFT ONE-WAY SIGNS TO BE INSTALLED AT THE INTERSECTIONS OF RIVERSIDE DRIVE/CANTON PLACE AND RIVERSIDE DRIVE/DEPOT STREET.

- *What Department is this legislation originating from? Where did the initiative for this legislation originate?*

Department of Public Works

- *Summary and Facts of the legislation*

On August 17, 2020, John J. Pocius, P.E., P.L.S., City Engineer of LaBella Associates responded to an email from Tom Preambo, Director of the Department of Public Works, seeking a determination as to whether a one-way designation north bound is warranted for Riverside Drive. Mr. Pocius met with residents in the Plot Section area of the City of Scranton to do an on-site evaluation.

Fifty-seven (57) citizens/residents of the Plot Section signed a Petition for Installation of Traffic Flow Signs to bring attention to “a vital need for One-Way and Do Not Enter signs at the corner of Riverside Drive and Depot Street, Scranton, PA 18509, to enable both vehicle and pedestrian traffic to proceed safely through this intersection...”

John J. Pocius, P.E., P.L.S., City Engineer of LaBella Associates agrees with the citizens/residents and recommends the following:

- (1) Two (2) R5-1 Do Not Enter Signs (30x30) shall be installed at the intersections of Depot Street/Shawnee Avenue; and
- (2) R6-IL Horizontal Left One-Way Signs shall be installed at the intersections of Riverside Drive/Canton Place and Riverside Drive/Depot Street.

On September 23, 2020, Tom Preambo, Director of Public Works, also prepared correspondence to Scranton City Council Members to relay that the citizens of the Plot Section of Scranton are requesting a One-Way and Do Not Enter signs at the corner of Riverside Drive and Depot Street, to enable both vehicle and pedestrian traffic to proceed safely. He indicates that the residents stated that the increased traffic and congestion has created a hazardous situation and Tom Preambo, Director of Public Works, concurs with the citizens that One-Way and Do Not Enter signs are needed at the corner of Riverside Drive and Depot Street.

- *Purpose – please include the following in the explanation:*
 - *What does the legislation do – what are the specific goals/tasks the legislation seek to accomplish?*

The legislation seeks to allow the Riverside Drive to become a one-way street with the appropriate signs to address concerns outlined in the Petition signed by 57 residents of the Plot

Section that there is a vital need for this designation for the protection of vehicle and pedestrian traffic.

- *What are the benefits of doing this/Down-side of doing this?*

Benefits - The benefit of this legislation is desirable for the health, safety and welfare of the people in the City of Scranton, Pennsylvania including the interests of the citizens of the Plot Section who have circulated a Petition to request installation of traffic flow signs.

Downside - There is no downside to this legislation as these signs will be in the interest of public safety.

- *How does this legislation relate to the City's Vision/Mission/Priorities*

This legislation will help the City of Scranton maintain the health, safety and welfare of the people in the City of Scranton, Pennsylvania.

- *Financial Impact – please include the following in the explanation:*

- *Cost (initial and ongoing)*

The signs will be placed by the Department of Public Works. There are no ongoing costs once the signs are placed.

- *Benefits (initial and ongoing)*

The interests of public safety are met and maintained by allowing the installation of the traffic flow signs.

- *Funding Sources – please include the following in the explanation:*

If transferring funds, please ensure specific accounts are noted; if appropriating funds from a grant, list the agency awarding the grant.

Department of Public Works

- *Priority Status/Deadlines, if any*

The citizens/residents would like placement of these signs as soon as possible.

- *Why should the Council unanimously support this legislation?*

The Ordinance is in the best interest of the public safety.

- *Include any other pertinent details and/or relevant information that the Council should be aware of:*

None at this time.



BUREAU OF ENGINEERING

101 WEST POPLAR STREET • SCRANTON, PENNSYLVANIA 18508 • PHONE: 570-348-4180 • FAX: 570-348-0197

TO: Tom Preambo, Director
Department of Public Works

FROM:  John J. Pocius, P.E., P.L.S., City Engineer
LaBella Associates

DATE: September 23, 2020

RE: *One-Way Request*
Riverside Drive / Depot Street

As requested in your email dated August 17, 2020, we met on-site with the residents and performed an on-site evaluation of the above referenced street to determine if a one-way designation north bound is warranted.

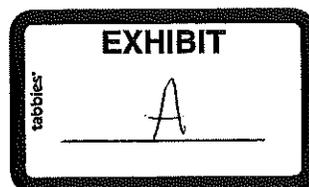
Based on our assessment and our professional engineering experience and judgement, in the interest of public safety, we recommend that Riverside Drive be designated one-way north bound from Canton Place to its intersection with Depot Street continuing to Shawnee Avenue.

Two (2) R5-1 Do Not Enter Signs (30"x30") shall be installed at the intersection of Depot Street / Shawnee Avenue. R6-1L Horizontal Left One-Way Signs shall be installed at the intersection of Riverside Drive / Canton Place and Riverside Drive / Depot Street.

If there are any questions on this matter, do not hesitate to contact our office at (570) 904-6189.

JJP/mal
Z:\2018 Projects\21822\7 Scranton City Engineer 2018-2021\Correspondence\Preambo_One-Way Req Riverside Dr-Depot St_09-23-2020.Doc

C. Patricia A. Lafferty, Esquire, Assistant City Solicitor
QA/QC File



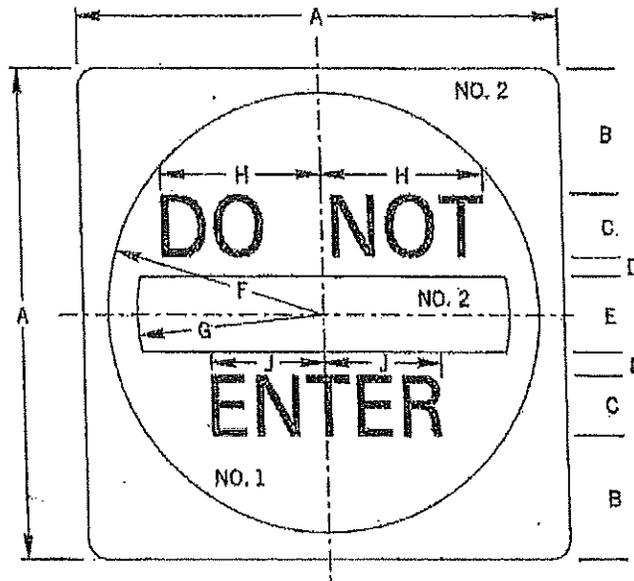
R5-1

DO NOT ENTER SIGN

(a) Justification. The Do Not Enter Sign (R5-1) shall be authorized for use to prohibit traffic from entering a restricted road section.

(b) Placement. The R5-1 sign should normally be mounted on the right-hand side of the roadway, facing traffic entering the roadway or ramp in the wrong direction. However, a second sign on the left-hand side of the roadway may be justified, particularly where traffic may be approaching in a turn.

(c) Size. The standard size of the R5-1 sign shall be 30" x 30" for single lane conventional highways, 36" x 36" for multi-lane conventional highways and expressways, and 48" x 48" for freeways.



DIMENSIONS - IN									
SIGN SIZE A x A	B	C	D	E	F	G	H	J	BLANK STD.
30" x 30"	6.6	40	1.9	5	14.5	12.4	9.9	7.9	B3-30
36" x 36"	7.6	5D	2.4	6	17.6	15	12.4	9.8	B3-36
48" x 48"	11	6D	3	8	23.6	20	14.9	11.8	B3-48

COLOR:

NO. 1:

LEGEND:

WHITE (REFLECTORIZED)

BACKGROUND:

RED (REFLECTORIZED)

NO. 2:

BACKGROUND:

WHITE (REFLECTORIZED)

APPROVED FOR THE SECRETARY OF TRANSPORTATION

By: *Gen. C. Stone* Date: 02-29-12
 Chief, Traffic Engineering and Permits Section
 Bureau of Maintenance and Operations

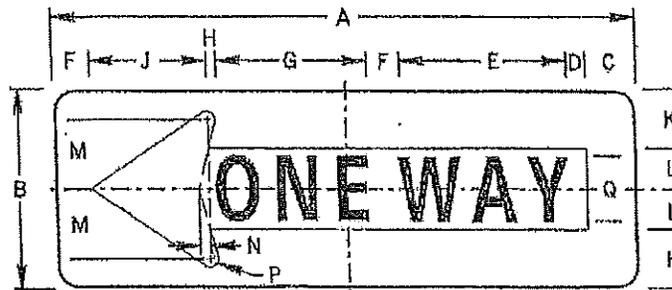
R6-1L

HORIZONTAL LEFT ONE-WAY SIGN

(a) Justification. The Horizontal Left One-Way Sign (R6-1L) shall be authorized for use to indicate a street, roadway, or alley upon which vehicular traffic is permitted to travel in only one direction.

(b) Placement. At unsignalized intersections, the R6-1L sign shall be placed on the near right-hand and the far side of the intersection so as to face traffic entering or crossing the one-way street. At signalized intersections, the R6-1L sign shall be placed either near the appropriate signal faces, on poles holding the traffic signals, on mast arm or span wire holding the signals, or at the locations specified for unsignalized intersections.

(c) Size. The standard size of the R6-1L sign for single lane conventional highways shall be 36" x 12". The standard size for multi-lane conventional highways and expressways shall be 54" x 18". See General Notes for additional guidance.



DIMENSIONS - IN															
SIGN SIZE A x B	C	D	E	F	G	H	J	K	L	M	N	P	Q	BOR- DER	BLANK STD.
36" x 12"	3	1.2	10.6*	2.2	9.1*	0.5	7.2	3.4	2.6	4.2	0.6	0.7	4D	0.4	85-3612
54" x 18"	5	3	13.5	4	12.3	2.2	10	5.2	3.8	5.8	0.8	1	5D	0.8	—

* REDUCE SPACING 35%

COLOR:

ARROW AND BORDER:
WHITE (REFLECTORIZED)

BACKGROUND AND LEGEND:
BLACK (NON-REFLECTORIZED)

APPROVED FOR THE SECRETARY OF TRANSPORTATION

By: *John C. Rose* Date: 02-29-12
Chief, Traffic Engineering and Permits Section
Bureau of Maintenance and Operations

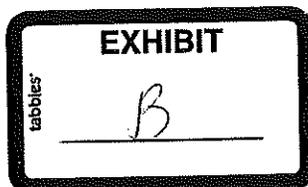
PETITION FOR INSTALLATION OF TRAFFIC FLOW SIGNS

Return One Way Signs and Do Not Enter Signs – Riverside Drive and Depot Street

To Scranton City Council

The following citizens of the Plot Section of Scranton, PA 18509, draw to the attention of Scranton City Council, a vital need for One-Way and Do Not Enter signs at the corner of Riverside Drive and Depot Street, Scranton, PA 18509, to enable both vehicle and pedestrian traffic to proceed safely through this intersection. At the time of the completion of the flood levee in 2006, The Army Corp of Engineers concluded Riverside Drive and Depot Street were to be One-Way, traveling north, due to this being a new intersection, narrow streets and sharp turns. At a point, 4 years ago, those signs were removed and two-way traffic is now allowed on both streets. We, the undersigned, are aware that the increased traffic and congestion at the intersection of Riverside Drive and Depot Street has created a hazardous situation for pedestrians and vehicles. Vehicles have difficulty turning left from Riverside Drive onto Depot Street and in turn, difficulty turning right onto Riverside Drive from Depot Street, especially when met with another vehicle. The community has many pedestrians and motorists who find it increasingly difficult to safely negotiate the vehicular movement. The garage entrance on the 700 block of Depot Street is within 10 feet of this intersection, making it difficult to utilize because of the two-way traffic. Your petitioners therefore request Scranton City Council support this important community issue and encourage the reinstatement of One-Way signs in the 2200 block of Riverside Drive and Do Not Enter signs in the 700 block of Depot Street, along with a hidden driveway sign, left turn sign and the possibility of some chevron signs at this intersection, as soon as possible. Thank you for your consideration.

First Name (please print)	Last Name (please print)	Address	Signature
Thomas	Cipriano	2235 Conneys Ave	<i>Thomas Cipriano</i>
DAVE	RICH	2227 Conneys Ave	<i>David Rich</i>
Judy	Rich	2227 Conneys Ave	<i>Judy Rich</i>
John	HUBERT	2239 Conneys	<i>John Hubert</i>
Frank	Healey	2234 Conneys	<i>Frank Healey</i>
FRANK	Healey	2234 Conneys	<i>Frank Healey</i>
JAMES	GORDON	2236 Conneys ^{n.10}	<i>James P. Gordon</i>
ELLEN	GORDON	2236 Conneys	<i>Ellen Gordon</i>
Rosie	JACKLIN	2129 Shawnee	<i>Rosie Jacklin</i>
Geri	OTASVIC	2129 Shawnee	<i>Geri Otasvic</i>
Michael	Hildner	2227 Shawnee	<i>Michael Hildner</i>
Nathan	Hildner	2227 Shawnee	<i>Nathan Hildner</i>



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First Name (please print)	Last Name (please print)	Address	Signature
Doris	Kassman	2132 Shawnee Dr	<i>Doris Kassman</i>
Nancy	Prendergast	2124 Shawnee Ave	<i>Nancy Prendergast</i>
Justin	Stricker	2228 Shawnee Ave	<i>Justin Stricker</i>
Amanda	Schloendorn	2128 Shawnee Ave	<i>Amanda Schloendorn</i>
Kathy	Polansky	2119 Comegys Ave	<i>Kathryn Polansky</i>
Joe	POLANSKY	2119 COMEGYS AVE	<i>Joe Polansky</i>
Wilson	PRDYETT	2117 RIVERSIDE DR.	<i>Wilson Prdyett</i>
MaryAnn	Wardell	629 Depot St	<i>MaryAnn Wardell</i>
Norman	Wardell	629 DEPOT ST.	<i>Norman Wardell</i>
Elvira	Dawles	2130 Shawnee Ave	<i>Elvira Dawles</i>
Victoria	Ancherani	2130 Shawnee Ave	<i>Victoria Ancherani</i>
Kristi	Kassman-Klien	1122 Marion St	<i>Kristi Kassman-Klien</i>

PETITION FOR INSTALLATION OF TRAFFIC FLOW SIGNS

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First Name (please print)	Last Name (please print)	Address	Signature
Colleen	Meyers	621 Depot St.	Colleen Meyers
Mary Ann	Murphy	610 Depot St.	Mary Ann Murphy
Joseph	MURPHY	610 Depot St	Joseph A. Murphy
Matthew	Surflegge	608 Depot St	Matthew Surflegge
Brian	Padden	2127 Shawnee	Brian Padden
Kim	Padden	2127 Shawnee	Kim Padden
ED	WORKMAN	2324 Shawnee Ave	Ed Workman
Lauren	Higgins	1115 Riverside Dr.	Lauren Higgins
SHERON	Higdon	2117 Shawnee	Sheron Higdon
George	Highlowson	2117 Shawnee Ave	George Highlowson
Adriana	Zamparo	2115 Shawnee	Adriana Zamparo
Jerry	Smith	2115 Shawnee	Jerry Smith

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First Name (please print)	Last Name (please print)	Address	Signature
Michael	Fueshko	2209 BROWN AVE SCRANTON PA.	<i>[Signature]</i>
Dobbie	YEARING	625 Depot St Scranton PA	<i>[Signature]</i>
Todd	Ardan	536 Grace St Scranton	<i>[Signature]</i>
Bethany	Ardan	534 Grace St Scranton	<i>[Signature]</i>
Aaron	Nivent	738 TAYLOR AVE Scranton	<i>[Signature]</i>
Michele	Hopkins	613 GRACE STREET SCRANTON PA	<i>[Signature]</i>
DOMINIC JAMES	VERASTAD MURPHY	811 GRACE 605 GRACE	<i>[Signature]</i>
Agatha	MURPHY	605 GRACE	[Signature]
Cynthia	MURPHY	605 GRACE ST	<i>[Signature]</i>

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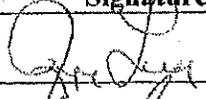
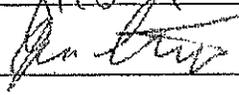
First Name (please print)	Last Name (please print)	Address	Signature
JAMES	OWENS	2124 SHAWNEE AVE	<i>James Owens</i>
LEE	BORTHWICK	616 DEPOT ST	<i>Lee Borthwick</i>
Maria	Svetovich	2125 Shawnee Ave	<i>M. Svetovich</i>
George Svet	Svetovich	2125 Shawnee Ave	<i>G. Svet</i>
Elke	Holden	8227 Sm	<i>Elke Holden</i>
PAUL	Hughes	2122 Shawnee	<i>Paul Hughes</i>
SANDRA	Hughes	2122 Shawnee	<i>Sandra Hughes</i>
Dolores	Kennedy	616 Dean St	<i>Dolores Kennedy</i>
Jack	Kennedy	616 Dean St	<i>Jack Kennedy</i>

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First Name (please print)	Last Name (please print)	Address	Signature
Jeff	Lewis	2126 Coney Run	
Jenny	CASANOVA	612 Depot St	
Mary	CASANOVA	1212 Depot St	



DEPARTMENT OF PUBLIC WORKS

101 West Poplar Street | Scranton, PA 18508 | 570.348.4180

DATE: September 23, 2020

TO: Scranton City Council Members

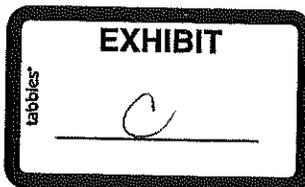
SUBJECT: Riverside Drive

FROM: Director Tom Preambo 
Department of Public Works

The citizens of the Plot Section of Scranton are requesting a One-Way and Do Not Enter signs at the corner of Riverside Drive and Depot Street, to enable both vehicle and pedestrian traffic to proceed safely. They state that the increase traffic and congestion at this intersection of Riverside Drive and Depot Street has created a hazardous situation.

I have reviewed this area and concur with the citizens of the Plot Section of Scranton that a One-Way and Do Not Enter signs are needed at the corner of Riverside Drive and Depot Street.

If you have any questions, please do not hesitate to contact me.





DEPARTMENT OF LAW

City Hall | 340 North Washington Avenue | Scranton, PA 18503 | 570.348.4105

September 29, 2020

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

RECEIVED

SEP 29 2020

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AUTHORIZING TWO (2) R5-1 DO NOT ENTER SIGNS (30X30) TO BE INSTALLED AT THE INTERSECTION OF DEPOT STREET/SHAWNEE AVENUE AND R6-IL HORIZONTAL LEFT ONE-WAY SIGNS TO BE INSTALLED AT THE INTERSECTIONS OF RIVERSIDE DRIVE/CANTON PLACE AND RIVERSIDE DRIVE/DEPOT STREET.

Very truly yours,

Joseph A. O'Brien, Esquire
Acting City Solicitor

RESOLUTION NO. _____

2020

APPOINTMENT OF JOSEPH A. O'BRIEN ESQUIRE, 1012 COLUMBIA STREET, SCRANTON, PENNSYLVANIA, 18509 AS CITY SOLICITOR FOR THE CITY OF SCRANTON EFFECTIVE SEPTEMBER 21, 2020 TO REPLACE JESSICA BOYLES ESKRA, ESQUIRE WHO WAS SERVING AS CITY SOLICITOR.

WHEREAS, Page G. Cognetti was elected Mayor of the City of Scranton; and

WHEREAS, Mayor Cognetti took office on January 6, 2020; and

WHEREAS, Joseph A. O'Brien, Esquire, has the requisite, experience, education and training necessary to serve as City Solicitor of the City of Scranton.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that Joseph A. O'Brien, Esquire, 1012 Columbia Street, Scranton, PA 18509 is hereby appointed as City Solicitor for the City of Scranton to serve at the will of the Mayor.

SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intent of this Resolution and the effective administration thereof.

SECTION 2. This Resolution shall become effective immediately upon approval.

SECTION 3. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.



OFFICE OF THE MAYOR

City Hall | 340 North Washington Avenue | Scranton, PA 18503 | 570.348.4101

September 21, 2020

Amber Viola
Human Resources Director
340 North Washington Ave
Scranton, PA 18503

Dear Ms. Viola:

Please be advised that I have appointed Joseph O'Brien, Esquire, 1012 Columbia Street, Scranton, PA 18509, as City Solicitor, to replace Jessica Boyles Eskra, Esquire who was serving as City Solicitor.

Mr. O'Brien's salary will be \$74,500.00 without benefits.

Kindly adjust your records accordingly.

Thank you,

Paige G. Cagnetti
Mayor, City of Scranton

CC: John Murray, City Controller
Carl Deeley, Business Administrator
Joe O'Brien, Esq., City Solicitor
Deborah Torba, Benefits Coordinator
Lindsey Manley, Payroll Clerk

JOSEPH A. O'BRIEN

UPDATED: 9/16/20

1012 Columbia Street
Scranton, PA 18509

PERSONAL

BIRTHDATE:
BIRTHPLACE: Gainesville, Florida
MARITAL STATUS: Married; Five Children, Fifteen Grandchildren

EDUCATION

J.D. CUM LAUDE SEPTEMBER 1972 - JUNE 1975
Seton Hall Law School, Newark, New Jersey

Class Standing: Top 10% (20/250); Full Tuition Scholarship Recipient

B.A. HISTORY SEPTEMBER 1963 - JUNE 1967
Georgetown University, Washington, DC

Scranton Preparatory School, Scranton, PA SEPTEMBER 1959 - JUNE 1963

LEGAL POSITIONS

PARTNER 1979 TO PRESENT
Oliver, Price & Rhodes, Clarks Summit, PA

LAW CLERK 1976 - 1977
*Honorable William J. Nealon, Chief Judge
United States District Court Middle District of Pennsylvania*

LAW CLERK 1975 - 1976
Honorable Richard P. Conaboy Judge 45th Judicial District

SOLICITOR 1984 - 2004
Lackawanna County

SOLICITOR 1990 - 1992
Dickson City Borough

SOLICITOR 1988 - 1998
Dunmore Zoning Board

SOLICITOR 1991 - PRESENT
Roaring Brook Township

SOLICITOR 1996 - 2017
Fell Township

JOSEPH A. O'BRIEN

SOLICITOR <i>Elmhurst Township Zoning Board</i>	1993 - PRESENT
SOLICITOR <i>Abington Heights School District</i>	1993 - 2006
SOLICITOR <i>North Pocono School District</i>	2005 - PRESENT
SOLICITOR <i>Scott Township</i>	2013-2016
<i>FIRST ASSISTANT SOLICITOR AND ACTING SOLICITOR OF THE CITY OF SCRANTON</i>	2020
SPECIAL COUNSEL <i>County of Lackawanna Transit System (COLTS)</i>	2008-2010
LABOR COUNSEL <i>Clarks Summit Borough</i>	2016-PRESENT
ASSISTANT SOLICITOR, SOLICITOR & ACTING EXECUTIVE DIRECTOR <i>Scranton Parking Authority</i>	2012-2017
ASSISTANT DISTRICT ATTORNEY <i>Lackawanna County</i>	1979 - 1983
ASSOCIATE <i>O'Malley, Bour & Gallagher, Scranton, PA</i>	1977 - 1979

TEACHING

<u>ASSISTANT PROFESSOR OF TAXATION BUSINESS LAW AND CORPORATE LAW</u> <i>Marywood University, Scranton, PA</i>	1976 - 2005
ADJUNCT PROFESSOR OF BUSINESS LAW <i>University of Scranton, Scranton, PA</i>	1975 - 1978

MILITARY

INTELLIGENCE ANALYST & BULGARIAN LINGUIST <i>United States Air Force Security Service</i>	1968 - 1972
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COMMUNITY AND ACTIVITIES

<u>BOARD OF DIRECTORS</u> <i>Deutsch Institute</i>	2018-PRESENT
BOARD OF TRUSTEES	1991 - 1996
VICE CHAIRMAN	1994 - 1996

JOSEPH A. O'BRIEN

<i>Scranton Preparatory School, Scranton, PA</i>	
BOARD OF DIRECTORS	1987 - 2005
TREASURER	1988 - 1992
<i>Lackawanna County Solid Waste Authority</i>	
ADVISORY BOARD OF DIRECTORS	1988 - 1995
<i>First Liberty Bank</i>	
BOARD OF DIRECTORS	1988 - 1991
<i>Greater Scranton Chamber of Commerce</i>	
ALUMNI BOARD OF GOVERNORS	1981 - 1987
VICE PRESIDENT	1986 - 1987
<i>Scranton Preparatory School</i>	
BOARD OF DIRECTORS	1978 - 1984
<i>Lackawanna County Bar Association</i>	
HOUSE OF DELEGATES	1981 - 1986
<i>Pennsylvania Bar Association</i>	
PARTICIPANT	1982 - 1982
<i>Leadership Lackawanna</i>	
CHAIRMAN, NORTHEASTERN PENNSYLVANIA ALUMNI ADMISSIONS COMMITTEE	1976 - 2018
<i>Georgetown University National Alumni Association</i>	
ALLOCATION PANEL MEMBER	1984 - 1986
<i>Lackawanna County United Way</i>	
ASSOCIATE CHAIRMAN	1991 - 1992 - 1993
<i>Marywood College Annual Fund</i>	
COACH	1981 - 1996
<i>Green Ridge Little League</i>	
COACH	1985 - 1996
<i>Green Ridge Junior Basketball League</i>	
COACH	1993-1995
<i>Holy Cross Basketball League</i>	
LECTOR	1991 TO PRESENT
<i>St. Peter's Cathedral</i>	
VOLUNTEER	1998 TO PRESENT
<i>Lackawanna County Pro Bono</i>	



DEPARTMENT OF LAW

City Hall | 340 North Washington Avenue | Scranton, PA 18503 | 570.348.4105

September 29, 2020

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

RECEIVED

SEP 29 2020

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING APPOINTMENT OF JOSEPH A. O'BRIEN, ESQUIRE, 1012 COLUMBIA STREET, SCRANTON, PENNSYLVANIA, 18509 AS CITY SOLICITOR FOR THE CITY OF SCRANTON EFFECTIVE SEPTEMBER 21, 2020 TO REPLACE JESSICA BOYLES ESKRA, ESQUIRE WHO WAS SERVING AS CITY SOLICITOR.

THE ADMINISTRATION HAS VERIFIED THAT THE APPOINTEE HAS NO DELINQUENT CITY TAX OR REFUSE PAYMENTS DUE.

Respectfully,

Joseph A. O'Brien (A)

Joseph A. O'Brien, Esquire
Acting City Solicitor

JAO/sl

RESOLUTION NO. _____

2020

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH WILLIS TOWERS WATSON FOR CONSULTANT/BENEFITS BROKER SERVICES FOR THE CITY OF SCRANTON EMPLOYEE BENEFITS FOR A PERIOD OF TWO (2) YEARS.

WHEREAS, a Request for Qualifications was advertised for the City of Scranton Consultant/ Brokerage Services for the City of Scranton Employee Benefits and eleven (11) Request for Qualifications were submitted for review; and

WHEREAS, after review of the proposals submitted it was determined that it would be in the best interest of the City to award the Contract to Willis Towers Watson for the reasons provided in the Memo attached hereto from the Business Administrator.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City Officials are authorized to execute any and all documents necessary to enter into a Contract with Willis Towers Watson for Consultant /Brokerage Services for City of Scranton Employee Benefits for a period of two (2) years.

SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intent of this Resolution and the effective administration thereof.

SECTION 2. This Resolution shall become effective immediately upon approval.

SECTION 3. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.



DEPARTMENT OF BUSINESS ADMINISTRATION

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4118 • FAX: 570-348-4225

Joe O'Brian
City Attorney
City Of Scranton
340 N. Washington Ave
Scranton, Pa 18503

September 1st 2020

RE: RFQ for Consultant/Benefits Broker -

Joe,

We have determined that Willis Towers Watson (WTW) is the most qualified bidder for the Consultant/Benefits Broker contract.

I will send you separate communication summarizing the points of differentiation with other bids.

Please prepare a 2 year contract based on the attached proposal.

First Year costs will be limited to \$100,000, Second year costs will be limited to \$124,500

Sincerely,

Carl Deeley
Business Administrator
City of Scranton

CC. Mayor Cagnetti
Controller John Murray
HR Director Amber Viola
Purchase Clerk Julie Reed

September 1, 2020

Mr. Carl Deeley
Business Administrator
Municipal Building
Scranton, Pa. 18503

Dear Mr. Deeley,

This is to inform you that bids were opened on Wednesday, August 26, 2020 in the Office of the City Controller for the Insurance Consultant/Broker RFQ. Attached is a copy of the proposals submitted by the following companies:

BSI Corporate
One Digital/Cummings Insurance
Willis Towers Watson (WTW)
Millennium Administrators, Inc.
Corporate Synergies
Tompkins Insurance Agencies
The C3 Group LLC
EHD
AIA Alera Group
Swift Kennedy & Associates
Gallagher Insurance

After your review of these proposals, please inform the Law Department of your decision so they may contract or reject said bid.

Thank you for your cooperation in this matter.

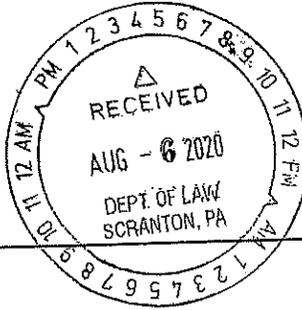
Sincerely,

Purchasing Clerk

CC: Mr. John Murray, City Controller
Mrs. Lori Reed, City Clerk
✓ Attn. Joseph O'Brien Esq., Acting City Solicitor
File

Department of Business Administration

City Hall
340 North Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 348-4118
Fax: (570) 348-4225



SCRANTON

August 6, 2020

Mr. Carl Deeley
Business Administrator
Municipal Building
Scranton, Pa., 18503

Dear Mr. Deeley,

This is to inform you that RFQ proposals will be opened in Council Chambers on Wednesday, August 26, 2020 for the following:

Benefits Consultant/Broker

Attached, please find an Invitation to Bidders, Proposal Blank and Specifications.

Thank you for your cooperation in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Julie Reed".

Julie Reed,
Purchasing Clerk

- CC: Mayor Paige Cagnetti
Carl Deeley, Business Administrator
Mr. John Murray, City Controller
Mrs. Lori Reed, City Clerk
Mrs. Rebecca McMullen, Financial Manager
Mr. Joseph O'Brien, Acting City Solicitor
File

CITY OF SCRANTON
REQUEST FOR QUALIFICATIONS (RFQ) PROPOSALS

BENEFITS CONSULTANT/BROKER

Separate sealed proposals will be received by the Office of the City Controller for the City of Scranton, 340 North Washington Avenue, Scranton, Pa. 18503 a Pennsylvania public employer, for a Benefits Consultant/Broker capable of doing and/or licensed to do business in Pennsylvania and other states/nationally to provide the City with high quality, cost effective brokerage and consulting services for its health insurance and related benefits program for City employees (and retirees, where applicable), said Benefits Consultant/Broker to focus on achieving excellent value at optimal pricing, including cost containment and reductions where feasible. Proposals may be submitted until 10:00 a.m. Wednesday, August 26, 2020, at which time such proposals will be opened in the City Council Chambers and available for public viewing at www.youtube.com/user/electriccitytv570.

Proposals may be obtained from the City of Scranton Purchasing Department, 340 N. Washington Ave., Scranton, Pa. 18503 and which may be had by bona fide bidders. Copies can be obtained on the City website at www.scrantonpa.gov. If you intend to submit a proposal, you are required to notify Julie Reed, Purchasing Clerk for the City of Scranton via email at jreed@scrantonpa.gov. If you fail to notify the Purchasing Clerk of your intent to submit a bid, you will not receive any Addenda or answers to any questions that may be submitted by other bidders.

Proposals will be received and identified by "Benefits Consultant/Broker". Due to the closure of City Hall, all proposals will be submitted electronically to John Murray, City Controller for the City of Scranton via: <https://www.dropbox.com/request/qgKp87gI25DGm30VN2PY> as to arrive by the date and the time specified above. The City will require a PDF document of this proposal.

Upon request, interested parties will be provided with sufficient information to prepare and submit RFQ proposals for consideration by the City. Information can be obtained from Carl Deeley, Business Administrator for the City of Scranton, Business Administration Office, 4th Floor, City Hall, 340 North Washington Avenue, Scranton, PA 18503, cdeeley@scrantonpa.gov. All proposals shall be in accordance with the provisions of the RFQ.

Each proposal must be accompanied by a signed proposal, certificate of insurance, and a signed anti-collusion, affirmative action, and a certificate of non-segregated facilities affidavit.

Carl Deeley, Business Administrator

REQUEST FOR QUALIFICATIONS (RFQ)
BENEFITS CONSULTANT/BROKER
for
CITY OF SCRANTON EMPLOYEE BENEFITS

I. GENERAL INFORMATION

A. PURPOSE

This Request for Qualifications (RFQ) provides interested parties with sufficient information to prepare and submit proposals for consideration by the City of Scranton ("City") for a Benefits Consultant/Broker who will provide high quality and cost effective health insurance and related benefits program brokerage and consulting services to the City, a Pennsylvania public employer, focusing on achieving a solid benefits program for City employees (including retirees, where applicable) at excellent value, including achieving cost reductions and containment at optimal pricing.

B. ISSUING OFFICE

1. This Request for Qualifications is issued for the City of Scranton Business Administration Department. The issuing department is the sole point of contact for questions pertaining to this Request for Qualifications.

Questions to The City	2:00 p.m. on August 14 th
Answers to Questions	On or before August 19 th
Submission of Sealed Proposals	10:00 a.m. on August 26 th
Public Opening of Proposals	10:00 a.m. on August 26 th
Final Decision on Broker	On or before September 1 st

The sealed proposals must be submitted via email no later than 10:00 a.m. on Wednesday, August 26, 2020 to: <https://www.dropbox.com/request/qgKp87gl25DGm30VN2PY>

2. Proposals will be handled confidentially by the City during the pre-award process.
3. The proposal shall be binding for a period of ninety (90) days from the due date for submission.
4. The City of Scranton will not be responsible for any expenses incurred by a proposer in connection with this procurement.

C. SCOPE OF SERVICES

The City of Scranton seeks a licensed employee benefits Broker and Consultant doing business in Pennsylvania and other states who can meet its needs regarding implementing, administering and fully servicing a comprehensive employee benefits program through the term of the contracted relationship. This includes advising City administrators, managers and counsel as to the products, services and tools required for this initiative and serving as a liaison with the City's employees and labor unions, as required. The scope of services to be provided does not include services related to the City's pension or other retirement plans. The City requires a broker/consultant who will partner with it and take the lead in assessing its current and future

needs and challenges, and work closely with it to actively develop short-term, mid-term and longer-term strategies and solutions.

- The City of Scranton currently employs approx. 500 employees at multiple facilities located within the City.
- The City's applicable benefits plans currently include but are not necessarily limited to: Healthcare, (e.g., Hospitalization, Medical and Prescription Drug); Dental; Vision coverages; Life; Long and Short Term Disability.
- The broker/consultant must be capable of meeting and committed to meeting all ongoing requirements of and applicable to administering the City's benefits plans.

D. QUESTIONS

Any questions regarding this Request for Qualifications should be directed to the Business Administrator via e-mail only to:

Carl Deeley, Business Administrator, City of Scranton: cdeeley@scrantonpa.gov

All questions must be received by 2:00 p.m. on August 14, 2020. Inquiries received after 2:00 p.m. on August 14, 2020 will not receive responses.

Answers to timely received questions will be prepared by the City by August 19, 2020 and emailed to the respondent or potential respondent who asked the question.

No telephone calls with questions will be taken.

E. ADDENDA

To ensure consistent interpretation and application of matters pertaining to this RFQ, additional information assembled from answers by the City to Questions asked under 1, above, and which the City deems to be significant and in the interest of all respondents, will be made available to all respondents or potential respondents who request same in writing from the City's Business Administrator prior by 2:00 p.m. on August 14, 2020, i.e., the same time all Questions under 1, above, must be received by the Business Administrator.

Such answers to Questions deemed significant and in the interest of all respondents will be sent in the form of an Addendum to the Request for Qualifications and emailed to all respondents or potential respondents who timely requested same.

F. PUBLIC OPENING

Sealed Proposals which were timely received will be opened publicly at 10:00 p.m. on August 26, 2020.

II. GENERAL CONDITIONS

A. No verbal information to bidders will be binding on the City. The written requirements will be considered clear and complete, unless written attention is called to any discrepancy or omitted information required for a

proposal before the opening of the proposals. Any alterations to the Request for Qualifications will be made in the form of a written communication emailed or faxed to prospective proposers who inform the City in writing by 2:00 p.m. on August 18, 2020 of their intention to timely propose by August 26, 2020. The communications shall then be considered to be part of the Request for Qualifications.

B. Submission of a proposal will be considered as conclusive evidence of the proposer's complete examination and understanding of the request.

C. The City of Scranton reserves the right to reject any and all proposals submitted and to request additional information from any Proposer. The City of Scranton reserves the right to waive minor irregularities in the procedures or proposals if it is deemed in the best interests of the City of Scranton. The City may elect, at its sole and absolute discretion, to award a Contract based on the initial proposals, or, to open negotiations, either written or oral, with one or more proposers to address performance, technical issues, pricing, delivery, or other provisions. If negotiations are opened, the City may elect, at its sole and absolute discretion, to conclude negotiations at any time if it determines doing so to be in its best interest, and to close them upon its resolution or of all questions and issues or its decision to not continue discussing them. The award by the City will be based on the proposals submitted, as well as any and all negotiations conducted with a timely and qualified proposer. The City explicitly reserves the right to reject any and all proposals, to delay its date of selection of the successful Proposer for further review, and/or to terminate negotiations with a timely and qualified proposer and to seek new proposals if it determines doing so to be in the best interests of the City.

D. The award will be made to that responsive and responsible proposer whose proposal, conforming to the requirements of the Request, is determined by the City to be most advantageous to the City, price and other factors which the City deems relevant considered. The award may or may not be made to the firm with the lowest cost.

E. The City shall have the right, without invalidating its Request or a contract entered into based on that Request, to make additions to or deductions from the items or work or services covered by the Request for Qualifications. In case such deductions or additions are made, an equitable price adjustment shall be made, if/as applicable, between the City and the Proposer. Any such deduction or addition to the work or services covered by the Request for Qualifications and/or any adjustments in price shall be made in writing.

F. After notice from the City, the selected proposer will be required to enter into a contract upon receipt of a Notice of Award. If a contract is not timely entered into and executed by the selected proposer, then the City reserves the right to retract the Notice of Award and enter into a contract with another proposer.

G. Proposals must be in typewritten form and signed and dated by the proposer. Unsigned and/or handwritten proposals will not be accepted. Proposers are expected to examine the content of the request and respond accordingly. Failure to do so will be at the Proposer's risk.

H. No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is then-currently in default to the City on any contract, or that is then-currently in default, as surety or otherwise, on any obligation to the City, or who failed to faithfully perform any previous contract with the City within a period of seven (7) years preceding the date of the proposer's submission.

I. Unless otherwise specified, all formal proposals submitted shall be binding for ninety (90) calendar days following the bid opening date and may be extended at the agreement of both parties.

J. AUTHORITY

The Business Administrator, as the designee of the Mayor, has the sole responsibility to respond to inquiries regarding the Request for Qualifications.

K. COMPLIANCE WITH LAWS

The firm selected shall at all times meet the requirements set forth in this RFQ, observe and comply with all applicable federal, state and City laws, ordinances and regulations, and meet all industry professional standards applicable in and to the employee benefits industry. Failure to have or at the time the proposer makes its proposal, or to maintain after being named the successful proposer, any required license and failure to be and remain in good professional standing during the period of the contract will result in bid disqualification and/or voiding of any contract that may result therefrom.

L. CONTRACTOR COMPLIANCE

If applicable, each respondent is required to be in compliance with the City of Scranton local tax requirements. Failure to be in compliance with City of Scranton local tax requirements may result in bid disqualification and/or voiding of any contract that may result therefrom.

M. CONTRACT TERMINATION

A contract entered into between the City and a successful proposer may be canceled by the City by giving the proposer written notice of at least ninety (90) days of intent to cancel unless the successful proposer violated a material term of its agreement with City or acted with gross negligence with regard to its duties to the City and/or its employees, in which case no notice is required.

N. CONTROLLING LAW

This Request for Qualifications is governed by and will be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to any conflict of law provisions.

O. PROPOSAL INSURANCE REQUIREMENTS

By submitting a Proposal, the proposer agrees that it now carries or will carry throughout the term of any Contract generated as a result of this Request for Qualifications, at a minimum, Professional Liability and Comprehensive General Liability (including Blanket Contractual Liability Insurance) in amounts that are within industry standards for the type of professional services to be provided and for the number of employees and retirees covered.

Certificates of Insurance shall be furnished to the City of Scranton upon request.

P. BIDDER'S ETHICS AND COLLUSION

Collusive Bidding: Any firm that in the same or another corporate form, or acting with or through another firm, submits more than one proposal in such a manner as to make it appear that the multiple proposals submitted are competitive with each other, or any two or more firms that agree to fix their respective proposals in such a manner as to be awarded the contract, shall be disqualified from further consideration of award of this contract and shall be subject to any applicable penalties under the law.

Bribery: Any firm that attempts to influence a City official to award this contract to such proposer's firm by promising to provide or by providing to such City official any gratuity, entertainment, commission or any other gift, in exchange for a promise to award the contract to such firm shall be disqualified from further consideration of award of this contract and shall be subject to any applicable penalties under the law.

Conflict of Interest: Any firm that knows of any City official having a material direct or indirect financial interest in such proposer's firm shall be required to submit a written statement, along with the Proposal being submitted, detailing such interest. Failure to disclose a known financial interest shall result in the proposing firm being disqualified from further consideration of award of this contract.

Q. INDEMNIFICATION

1. This agreement shall be binding on the parties hereto, their heirs, successors and assigns.

R. OPEN RECORDS LAW/PUBLIC INFORMATION

Under the Pennsylvania Right-to-Know Law (the "Law"), 65 P. S. Section 67.101 et. seq., a record in the possession of the City is presumed to be a public record subject to disclosure to any legal resident of the United States, upon request, unless protected by a statutory exception.

Any contract dealing with the receipt or disbursement of funds by the City or the City's acquisition, use or disposal of services, supplies, materials, equipment or property is subject to disclosure under the Law. The following are not subject to disclosure under an exception in the Law:

1. A proposal pertaining to the City's procurement or disposal of supplies, services or construction prior to the award of a contract or prior to the opening and rejection of all bids; and
2. Financial information of a bidder or proposer requested in an invitation to bid or request for proposals to demonstrate the bidder's or proposer's economic capability.

S. TRANSFERS AND ASSIGNMENTS

1. A successful proposer shall not, without written consent of the City, assign, hypothecate or mortgage its agreement with the City. Any attempted assignment, hypothecation or mortgage without the consent of the City shall render its proposal and any contract entered into with the City based on that proposal null and void.
2. A successful proposer's agreement or interest in an agreement with City shall be transferable in proceedings in attachment or execution against bidder, or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against the successful proposer, or by any process of law including proceedings under Chapter X and XI of the Bankruptcy Act.

III. REASON FOR RFQ FORMAT

The Request for Qualifications format for professional services enables the City to thoroughly evaluate the terms and conditions proposed by qualified bidders and to make its selection, i.e. to award the contract, with sufficient information and flexibility.

A. REJECTION OF PROPOSALS

The City of Scranton reserves the right to reject any and all proposals received resulting from this request and to negotiate with any qualified proposer(s) it deems a finalist.

B. INCURRING COSTS

The City of Scranton will not be liable for any costs incurred by any proposer in the course of assembling and preparing a proposal, including but not limited to the selected proposer.

C. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will not be held.

D. REFERENCES

As a requirement for consideration, proposals must include at least three (3) unrelated references (i.e., not relating to its current or prior work with or for the City of Scranton, if any), including contact information, who can materially attest to the relevant work and attributes of the proposer. Experience in projects or undertakings similar to those contemplated by this Request may be given greater consideration in the evaluation of the proposals.

IV. CRITERIA FOR SELECTION

A. EVALUATION PROTOCOL

All proposals received by the City of Scranton will be reviewed by the City Business Administration, Human Resources and Law Departments. The Business Administration Department will review the merits of content and select the proposal which most closely meets the requirements of the Request for Qualifications. The final selection may not be the lowest cost proposal but that which most closely meets the requirements of the City.

B. SELECTION BASED ON QUALIFICATIONS

The proposal selected by the City Business Administration Department will be deemed to respond most favorably to the requirements of the Request.

Conditions relevant to evaluation will include but not necessarily be limited to:

1. The experience of the proposer in similar brokerage and consultancy projects regarding employee benefits;
2. The resources and ability of the proposer to complete the work requested in a timely and professional manner;
3. The experience of the proposer for overseeing the project, including assessing the City's current employee benefits, determining and advising on possible structural and individual benefits modifications, cost savings, directing competitive bidding with carriers on the employee benefits going forward, and hands-on oversight of benefits administration; and
4. The overall cost of its services to the City of Scranton.

V. PROPOSAL REQUIREMENTS

Proposals must meet the identified criteria and format. Consideration will be based on compliance with those requirements. All other information considered relevant by the proposer will be included as addenda information to the proposal.

A. STATEMENT OF SERVICES RENDERED

The proposer will identify the scope of services it will provide to the City of Scranton pursuant to this RFQ.

B. MANAGEMENT SUMMARY

Provide a narrative description of the proposed effort and a list of services delivered by the proposer.

C. ACTION PLAN

Describe in narrative form a proposed plan of action for accomplishing the objectives of the Project. A detailed timeline for implementation, the reaching of each milestone of the project, and completion must be provided. The City plans to implement the project as quickly as possible, and to have the entire project completed by September 18, 2020. This includes the completion of budgetary numbers for the 2021 plan year. The City retains the right to negotiate and to modify the timing of the project's implementation and completion, as well as the right to reject any Proposal containing a timeline not in conformity with the City's proposed implementation and completion dates.

D. BROKER REQUIREMENTS

1. Describe your company's history, locations, and the address of the office that will handle our account.
2. Confirm your licenses to do business in our firm's geographical locations.
3. Describe the team that will provide direct support and services to our firm, including the names, titles and functions of the consultants who will manage our account directly and perform the work on a day-to-day basis.
4. List your service platform and note all services you provide in-house.
5. How does your organization distinguish itself from competitors? What attributes make you a strong strategic partner to our organization?
6. Describe your expertise in alternative funding methods, stop-loss analysis, contribution strategies, provider network analysis, benchmarking and reporting.
7. Describe your underwriting and actuarial resources.
8. How will your company directly support our efforts to comply with all relevant Health and Welfare Benefits regulations?

9. Describe your capabilities around the review and preparation of contracts, plan documents, insurance policies, and other applicable materials that relate to our Health and Welfare benefits program.
10. Describe your ability to resolve claim issues and answer employee and dependent questions about our benefits program. Is this service in-house or outsourced to a third party?
11. Describe your employee communications and education standard services and support? Is this an in-house service or outsourced? Please provide employee communication campaign samples.
12. A statement of assurance attesting that the prospective proposer is not currently in violation of any regulatory rules and regulations that may impact its operations;
13. A statement that the prospective proposer is not involved in any current litigation against the City of Scranton.

E. EXPERIENCE

Include examples of experience as a broker and consultant providing high quality and cost effective services relating to the selection, assessment and management of employee benefits for employees (including retirees, where applicable) of a municipality/public employer, with a record of seeking and achieving a solid benefits program at excellent value, including pursuit of cost containment and reductions.

The documentation of experience should include primary and secondary services, if applicable, and any pertinent experience of the proposer's support staff. References related to prior activities should be listed in the addenda section, including contact information.

F. PERSONNEL

Include the names of executive and professional personnel who will be assigned to the activities of the Employee Benefits Project, including support staff. Resumes for those assigned directly to the activities of this project may be included in the addenda section.

G. COST AND PRICE PROPOSAL

1. Detail in full how you, if selected, you will be compensated for all of the services to be provided.
2. Does your company accept overrides based on volume of business placed with carriers? If so, describe your disclosure practices in regard to compensation in general and overrides in particular.
3. Disclose any other method(s) by which you would or may be compensated from or by your work with/on behalf of the City of Scranton if selected.

H. AFFIDAVITS

The following affidavits are required by the City of Scranton:

- Affirmative Action Certificate
- Certificate of Non-Segregated Facilities
- Non-Collusion Affidavit

I. CONTRACT

The party selected for legal services will execute the City of Scranton's professional services contract.

J. INSURANCE COVERAGE

All proposals submitted to the City of Scranton shall include the following:

- A statement of the prospective proposer's insurance coverage. The City requires the successful proposer to carry the types and amounts of insurance listed hereinabove. All insurance coverages should name the City of Scranton as an additional insured. All insurance coverages must be kept effective during the contract period. The loss of insurance coverages could result in contract termination.

AFFIRMATIVE ACTION CERTIFICATION

During the term of this contract, Bidder agrees as follows:

(1) Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.

(2) Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will received consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.

(3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.

(4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

(5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of

AFFIRMATIVE ACTION CERTIFICATION --cont'd--

minority group persons, so that bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures.

(6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with the affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

(7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.

(8) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

(9) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.

(10) Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

DATE: _____

(Name of Bidder)

BY _____

TITLE _____

CERTIFICATE OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposal sub-contractors for specific time periods) he will obtain identical certifications from proposed sub-contractors prior to the award of sub-contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

NOTE; The penalty for making false statements in offers are prescribed In 18 U.S.C. 1001.

DATE _____

(Name of Bidder)

By _____

Title _____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes
and says that:

1) He is
(Owner, partner, officer, representative or agent)

of _____, the Bidder that has submitted the bid;

2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3) Such Bid is genuine and is not a collusive or sham Bid;

4) Neither the said Bidder nor any of its officers, partners, owners, agents, Representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF SCRANTON (Local Public Agency) or any person interested in the proposed Contract; and;

5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

NON-COLLUSION AFFIDAVIT
SIGNATURE PAGE

SIGNED _____

(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____, 20____

(TITLE)

MY COMA/LESION EXPIRES _____, 20____

CONTRACT

This agreement entered into this _____ day of _____ 2020 by and between the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503, hereinafter "Scranton" or "the City," and Willis of New Jersey, Inc, hereinafter "Willis Towers Watson" or "WTW."

WHEREAS, Scranton desires Willis Towers Watson to perform certain work and services in accordance with the terms and conditions hereinafter set forth and WTW is ready, willing and able to perform such work and services.

NOW THEREFORE, in consideration of the promises contained herein and the promises each to the other made, the parties do agree and intend to be legally bound as follows:

I. Terms and Conditions:

Scranton desires to procure and Willis Towers Watson is willing to provide the services listed in Attachment 1 (the "Services"). These Services will be provided subject to Attachment 2 – Broking Terms, Conditions & Disclosures.

II. Term and Termination:

The term of this agreement will begin on September 1, 2020 and end on September 1, 2022. Either party may terminate this SOW upon 60 days prior written notice to the other party.

This agreement may be canceled by the City without cause by giving Willis Towers Watson written notice of at least sixty (60) days of intent to cancel to Willis Towers Watson. In the event that Willis Towers Watson has violated a material term of this agreement, or acted with gross negligence with regard to its duties to the City and/or its employees, the City will notify Willis Towers Watson, and provide it with a 30-day opportunity to cure such breach; provided, however, if Willis Towers Watson is unable to cure such breach, or if Willis Towers Watson has engaged in criminal activity or malfeasance, the City may terminate the agreement immediately.

Upon the expiration of the term, or any renewal term, this agreement will renew automatically for successive one-year terms unless either party gives notice of non-renewal at least [60] days before the scheduled expiration date.

III. Compensation

The City agrees that –compensation for the services provided under this agreement will be a fee of \$100,000, payable by the City to WTW as invoiced. For Year 2, the fee will be \$124,500. For successive years, fees shall be negotiated between the parties in an amount not to exceed five percent (5%) subject to approval by City Council. The fee is in addition to the premiums the City- must pay for its policies.

WTW shall obtain written permission from the City to receive any payment, commission, or other compensation from any third party that it may contract with on the City's behalf in the performance of this agreement. To the extent that WTW also receives during the term of this agreement commissions paid by insurers for the sale of the insurance policies that you purchase, WTW will use the base commissions it receives to reduce the amount of its fee, but only to the extent of the fee and only as allowable by law. The City acknowledges that WTW cannot return commissions to the City or credit the City with

commission received beyond the amount of the fee. WTW will account to the City periodically during the term of the agreement and at the termination of the agreement for all base commissions received. Information regarding other compensation WTW may receive is described in Attachment 2 – Broking Terms, Conditions & Disclosures.

You acknowledge that, even though we may regularly invoice you on a different schedule during the term of this agreement, a substantial portion of WTW's work is provided prior to and at the effective date of the City's benefit plan. Therefore, if this agreement is terminated before the end of the term, in order to compensate WTW fully for the services actually provided to the City, the parties agree that the fee is earned and that the City will pay WTW as provided in the following table:

Strategic Planning	15%	Earned in equal monthly installments prior to the benefit plan effective date (fully earned at benefit plan effective date)
Program Renewal / Placement Process	35%	Earned in equal monthly installments prior to the benefit plan effective date (fully earned at benefit plan effective date)
Ongoing Service and Resources	50%	Earned in 12 equal monthly installments (starting at benefit plan effective date)

IV. Compliance with Laws

WTW shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, City and other local government agencies, which may in any manner affect the performance of the contract.

WTW agrees that for the period this agreement remains in effect, it shall be in compliance with the City of Scranton local tax requirements. Failure to be in compliance with City of Scranton local tax requirements may result in voiding this agreement.

V. Controlling Law

This agreement is governed by, and will be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to any conflict of law provisions.

VI. Insurance Requirements

WTW agrees that it now carries or will carry throughout the term of this agreement, at a minimum, Professional Liability and Comprehensive General Liability (including Blanket Contractual Liability Insurance) in amounts that are within industry standards for the type of professional services to be provided and for the number of employees and retirees covered. Certificates of Insurance shall be furnished to the City of Scranton upon request.

VII. Open Records Law

Under the Pennsylvania Right-to-Know Law (the "Law"), 65 P. S. Section 67.101 et. seq., a record in the possession of the City is presumed to be a public record subject to disclosure to any legal resident of the United States, upon request, unless protected by a statutory exception. Any contract dealing with the receipt or disbursement of funds by the City or the City's acquisition, use or disposal of services, supplies, materials, equipment or property is subject to disclosure under the Law.

VIII. Transfers and Assignments

WTW shall not, without written consent of the City, assign, hypothecate or mortgage this agreement. Any attempted assignment, hypothecation or mortgage without the consent of the City shall render this agreement null and void. Neither this agreement nor any interest therein shall be transferable in proceedings in attachment or execution against bidder or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against WTW, or by any process of law including proceedings under Chapter X and XI of the Bankruptcy Act.

IX. Additional Terms

If and to the extent that any portion of Willis Towers Watson's compensation is to be paid by or on behalf of any employee health or other welfare benefit plan ("**Plan**"), including commissions derived from Plan assets, then the City will secure the approval of the applicable Plan fiduciaries for such portion of WTW's compensation. The City and the applicable Plan fiduciaries, and not Willis Towers Watson, will determine whether any payment utilizing, or deriving from, Plan assets is appropriate. Willis Towers Watson will provide details concerning its charges to enable the City and the applicable Plan fiduciaries to make such determinations, but any information that Willis Towers Watson provides to the City with its invoices or otherwise should not be construed as advice regarding the appropriate use of Plan assets. The City and the applicable Plan fiduciaries are encouraged to consult with legal counsel regarding such matters. Unless the City tell WTW otherwise, in providing its services WTW will assume that the employee welfare benefits the City provide to its employees and with respect to which WTW provides services have been wrapped into a single Plan. To the extent that the City or your Plan enter into an Administrative Services Only contract with a Third Party Administrator pursuant to which Willis Towers Watson receives a directed fee, the City represents that all administrative fees are paid by the City out of its general assets and will not be charged to the Plan.

Willis Towers Watson is not being engaged as a fiduciary or to provide investment advice and does not and will not perform or assume any fiduciary or trust responsibilities or liability in connection with the performance of the Services. The City agrees that the Services are ministerial and not fiduciary in nature, that Willis Towers Watson has no discretionary authority or control with respect to the management or administration of the City's employee benefit plan(s) or any Plan assets, that Willis Towers Watson is not providing any advice with respect to products that may have an investment component, and that Willis Towers Watson's compensation has not been set at levels intended to compensate it for assuming fiduciary liability. The City shall retain full responsibility for decisions to purchase or not purchase all insurance policies, all claims for benefits against the Plan and any other discretionary decisions by the Plan or any fiduciary, trustee, Plan administrator, or Plan committee.

Willis Towers Watson

The City agrees that any enrollment or census data provided to Willis Towers Watson will be provided by it in its role as an employer. The City agrees that it is responsible for its own access to and use of employee data, and that all persons whom the City directs or requests Willis Towers Watson to share employee data with are authorized to receive the employee data.

In the event that the City and/or any of the employee benefit plans sponsored by it need to enter into business associate agreements with Willis Towers Watson to satisfy the requirements of the Health Insurance Portability and Accountability Act, the regulations implementing that Act (the "Standards for Privacy of Individually Identifiable Health Information," codified at 45 C.F.R. parts 160 and 164), or any other similar law, the Parties will execute an agreement in compliance with these requirements.

All out of scope services will be covered under a separate Statement of Work that will specify the additional services that we will perform and the additional compensation that we will receive.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the ____ day of _____, 2020.

City of Scranton

By: _____
Title: _____
Date: _____

Willis of New Jersey, Inc.

By: _____
Title: _____
Date: _____

Attachments: Attachment 1 (Scope of Services)
Attachment 2 (Broking Terms, Conditions & Disclosures)

IN WITNESS WHEREOF the parties hereto have, in due form of law, caused this agreement to be executed the day and year first above written.

ATTEST:

CITY CLERK

BY: _____
MAYOR

DATE: _____

DATE: _____

COUNTERSIGNED:

CITY CONTROLLER

BUSINESS ADMINISTRATOR

DATE: _____

DATE: _____

APPROVED AS TO FORM:

CITY SOLICITOR

DATE: _____

WILLIS TOWERS WATSON

BY:

TITLE: _____

DATE: _____

Attachment 1

Services

[Attach Scope of Services]

A Proposal to Provide
Benefits Consultant/Broker
Services to

City of Scranton

August 26, 2020

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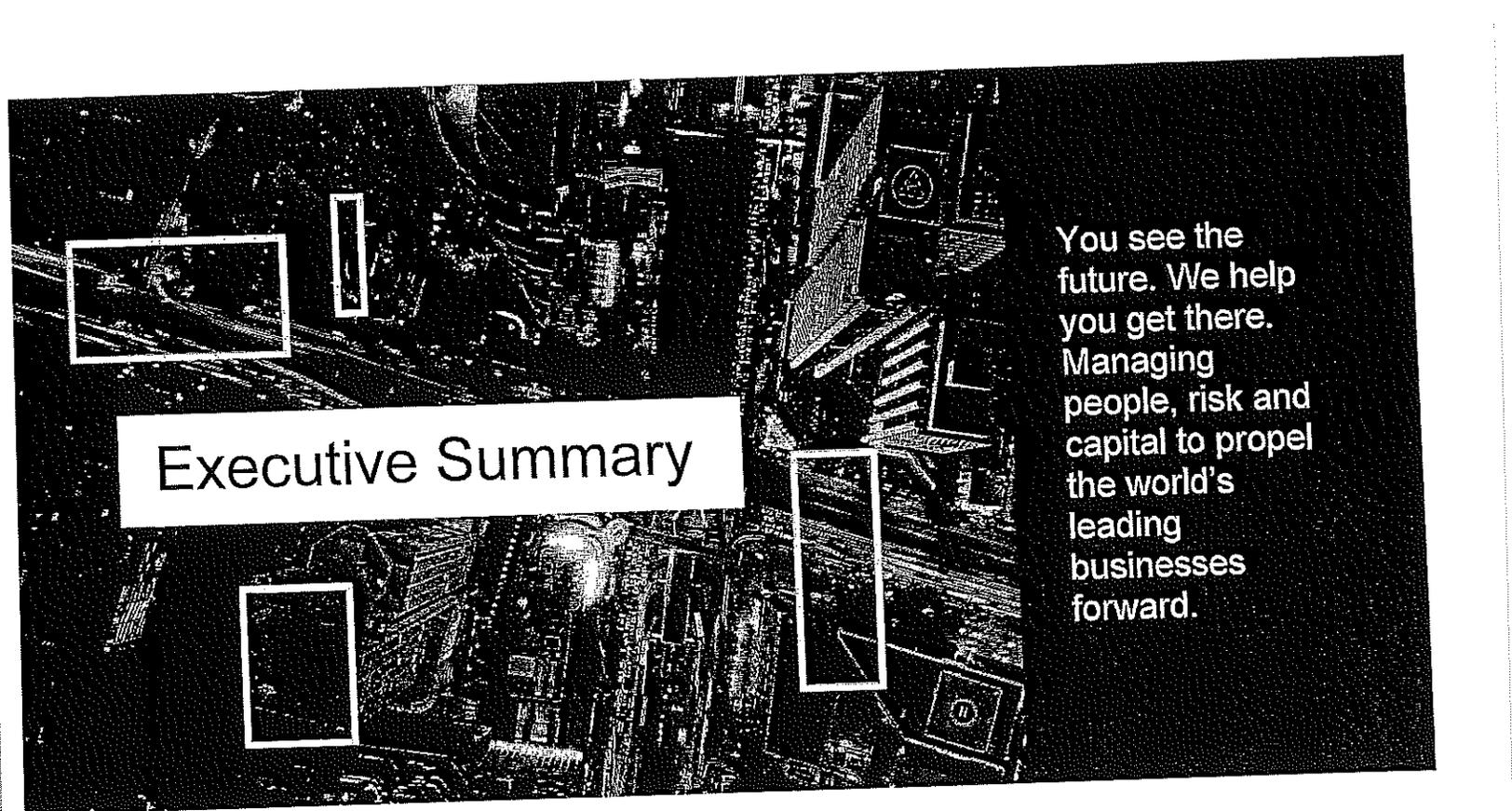
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Contacts

For additional information about this proposal or Willis Towers Watson, please contact:

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 Senior Director
 +1 973 401 7469
charles.walter@willistowerswatson.com

© 2020 by Willis of New Jersey ("Willis Towers Watson"). This proposal is submitted to City of Scranton for review by its authorized personnel solely in connection with the consideration of the Willis Towers Watson services described herein. We reserve all rights in the proposal and its contents, and request that this document and the information contained herein be safeguarded from any unauthorized reproduction, distribution or publication without the prior written consent of the Willis Towers Watson company submitting this proposal.



Executive Summary

You see the future. We help you get there. Managing people, risk and capital to propel the world's leading businesses forward.

Willis Towers Watson (WTW) is pleased to present our response to City of Scranton's (City's) RFP to provide benefits consultant/broker services. In this proposal, our goal is to provide a response that is thorough and complies with our understanding of your health and benefit brokerage and consulting needs. In addition, we have outlined how we will work with the City to achieve your strategic objectives.

This proposal will demonstrate a thoughtful approach specifically aligned to what we believe the City will want to accomplish in the short and long term. WTW's carefully constructed public sector team will be your conduit to organizational support that will promote analysis, financial understanding, growth, innovation, and will deliver outcomes that protect and enhance your financial standing and Total Rewards philosophy. Our delivery model will allow your HR and executive leadership the ability to customize your consulting relationship in an efficient manner. The City will have the opportunity to serve your entire workforce in a unique and customized way.

The selection of a partner for the strategic direction and ongoing management of your program is an important one. As the benefits landscape continues to evolve, public employers need to be thoughtful with respect to the positioning of their health and welfare programs. Critical considerations include the attraction, retention and engagement of key talent, the impact of plan adjustments and the effect of health care cost trend on both the City and its workers.

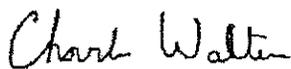
WTW — and the team we have assembled for the City specifically — have worked with public employers across the region to address these and other issues. As such, we have considerable insight into how to be an effective consulting partner and how to exceed our clients' expectations.

We feel that WTW is well positioned to work with the City. Our differentiators include:

- **Our experienced team:** We have proposed a strong Health and Benefits consulting team, which includes experts in all aspects of health care consulting. With your proposed WTW team, the City will have immediate access to world-class consulting and intellectual capital.

- **Our data analytics capabilities:** WTW will provide the City with benchmarking, analytical research and data to assist with both the strategic work and the implementation of your ongoing strategy. Our industry-leading tools and technical expertise — including our extensive data, in-depth research and powerful modeling tools — combined with the spectrum of management consulting capabilities within our company, will enable our team to address virtually any issue the City might encounter. WTW actuaries provide your team with the facts needed to make informed decisions as they pertain to disease management strategies (e.g., diabetes), population management strategies and more.
- **Our proactive approach:** Your team will constantly be looking for ways to enhance your experience. Our aim is to remove work from our partners' desks, through innovative solutions that will be detailed throughout the proposal. We look to engage and educate through different communication mediums.
- **Our scale and leverage:** With approximately 2,000 health care consultants in North America and one of the largest clinical and pharmacy resources in our industry, we typically represent a significant percent of major insurance carriers' and national health plans' books of business. We use this leverage to drive the best deals — financial, service and guarantees — for our clients.
- **Our innovation and creativity:** WTW is the industry leader in developing innovative client solutions. In the rapidly evolving health care benefits landscape, the City can leverage our creative capabilities to ensure you are taking advantage of the latest strategies and techniques to develop solutions that address your unique needs.
- **Our high-value solutions:** With WTW, the City will have access to high-value solutions such as our Rx Collaborative Advisory, Stop Loss Collaborative and Group Marketplace offerings, as well as access to our digital health engagement partner, Castlight. These solutions can help the City achieve immediate savings.

Thank you for your consideration of our proposal. We are excited about the opportunity to partner with the City, and we are committed to providing you the highest-quality services.



Charles Walter

Senior Director

V. Proposal Requirements

A. Statement of Services Rendered

The proposer will identify the scope of services it will provide to the City of Scranton pursuant to this RFQ.

We have included a comprehensive listing of our proposed scope of services in Appendix A.

B. Management Summary

Provide a narrative description of the proposed effort and a list of services delivered by the proposer.

We have included a comprehensive listing of our proposed scope of services in Appendix A. In preparation for our response to your RFP, our team gathered to discuss your unique needs, the timing of the project and how best to exceed expectations so the City would want to ultimately choose us as your employee benefits broker/consultant. Based on our discussions we determined the following items that were of likely concern:

- **Cost:** It appears that the City likely spends in excess of \$15 million – \$18 million for medical, pharmacy and dental. How can the city continue to offer a great program when tax revenues are not increasing at the level of health care inflation?
- **Cost containment:** How to contain utilization on a self-funded plan when the benefits provided are in excess of 95% of actuarial value — there is no consumerism.
- **Contributions:** Although the unions all contribute toward the plans, they contribute well under 5% of the total cost. Also, since contributions are minimal, you likely have many dependents who join the plan, even though they may be offered coverage through their own employer.
- **Efficiency:** Is the City providing the required benefits in the most efficient manner? Is there a better way to do this using technology or additional cost management programs to drive consumerism?

Although the above are assumptions, these are the standard themes we find with public sector groups. So how would WTW handle this project? It starts with providing an experienced public sector specialist team and understanding your specific needs. Although the data received was limited, we were able to identify several program opportunities and areas for further consideration which we feel will address the above items. If we are fortunate to be awarded the business, I'm sure further discussions would help refine this list:

- **Stop Loss Collaborative:** WTW's Stop Loss Collaborative is a panel of providers that provide our clients with preferred pricing, terms and conditions. This would help determine if current pricing is optimal. Our panel also does not require lasers upon renewal which is known to be an issue when using an outside stop loss provider.

- **Administration contract:** A full review of the pricing and terms and conditions would make sense to see where efficiencies can be uncovered.
- **Rx Optimizer:** A deep review of the MedTrak Rx program would make sense to determine the efficiency of the pricing and discounts that are being offered. Also, verify what level of Rx Rebates is the City receiving? Are they competitive? This is one of the biggest areas of savings that can be realized without significantly impacting any collectively bargained benefits.
- **Reconfiguration of plan designs for greater efficiency:** Although there are five collectively bargained unions and several plan designs and contribution levels, the programs offered are extremely "rich," even for public sector standards. Our plan optimization tools, contribution analysis and financial benchmarking program will help visualize this and provide data to decide the best path forward. Although benefit reductions are never welcomed, there are minor "tweaks" that could be implemented to help improve plan efficiency. We have always found that explaining the proposed changes and backing it up with solid data can help limit union concerns during the collective bargaining process.
- **Discount analysis:** WTW's Network Relative Performance Metrics (NetRPM) program determines the most efficient network available to your members. We would conduct this analysis to verify that Highmark is offering the greatest discounts in the marketplace.
- **Ancillary marketing:** A thorough marketing of the ancillary benefits to verify competitiveness should result in savings based on the market leverage we bring to the table.
- **Technology:** WTW is very well versed in utilizing technology to enhance efficiencies and drive savings. Since the administration of the plan seems to be paper-based, we feel a benefits administration platform will drive cost savings through timely enrollment terminations.
- **Claim audit:** If a claim audit has not been conducted in the past three years, we would recommend conducting an audit. Although there is a cost outlay for this, our preferred vendor would guarantee savings that exceeds the cost of conducting the audit.
- **Dependent audit:** Since enrollment is being conducted manually, we would recommend a dependent audit to ensure accurate enrollment. As with the claims audit, there is a cash outlay, but we generally find clients save three to five times the cash outlay and there is a guarantee that you will save at least the amount of the outlay.
- **Expanding your wellbeing support and resources:** Our subject matter experts are available to help develop a wellness program to try and bend the health care cost curve.
- **Education:** How do we educate employees about the value this plan provides them? What is the best format? Is more than one method effective for the different unions and demographics of the employees? Our communication practice would help develop the best campaign for your people.

Based on our review of the limited data received, there are opportunities that can yield over \$700,000 in future cost savings, with minimal impact.

We understand the significant demands being placed on your budget to not only deliver a world-class employee benefits program for your employees, but also the impact COVID-19 has had on revenues. It is

our mission to help you create the stability you desire, and the long-term benefits strategy the City is seeking.

We look forward to the challenge of this project.

C. Action Plan

Describe in narrative form a proposed plan of action for accomplishing the objectives of the Project. A detailed timeline for implementation, the reaching of each milestone of the project, and completion must be provided. The City plans to implement the project as quickly as possible, and to have the entire project completed by September 18, 2020. This includes the completion of budgetary numbers for the 2021 plan year. The City retains the right to negotiate and to modify the timing of the project's implementation and completion, as well as the right to reject any Proposal containing a timeline not in conformity with the City's proposed implementation and completion dates.

The moment the City notifies WTW that we have been selected, we will be ready to get to work. Since the timing to complete the budget is compressed to a three-week period, it will be vitally important to gain access to the carriers quickly in order to obtain pertinent information. We will develop a transition plan that is flexible to meet your timing needs. Our process consists of three elements:

- Dialogue with you about your expectations
- Information and data gathering
- Development of an annual client service plan (more long term)

Meeting your expectations

WTW begins by ensuring we understand your needs and your expectations of us. We will cover such things as:

- What are your immediate goals and how can we help you achieve them? What other projects are underway or planned that will impact this process?
- What is your preferred form of communication?
- What leadership role, if any, would you like us to play as we work on projects together?
- What is your working style and what are your expectations about collaboration?
- How will you evaluate the success of our working relationship?

Information and data gathering

This will be vitally important. WTW will want to sit down with each carrier immediately to ensure they understand expectations and can meet our needs. With the assistance of internal resources at the City, we will gather all pertinent information necessary to generate budgetary numbers for calendar year 2021. This will allow the WTW financial consultants to do underwriting and a cost analysis of the current program in order to effectively negotiate the 2021 renewals with the incumbent carriers.

During this process we will also:

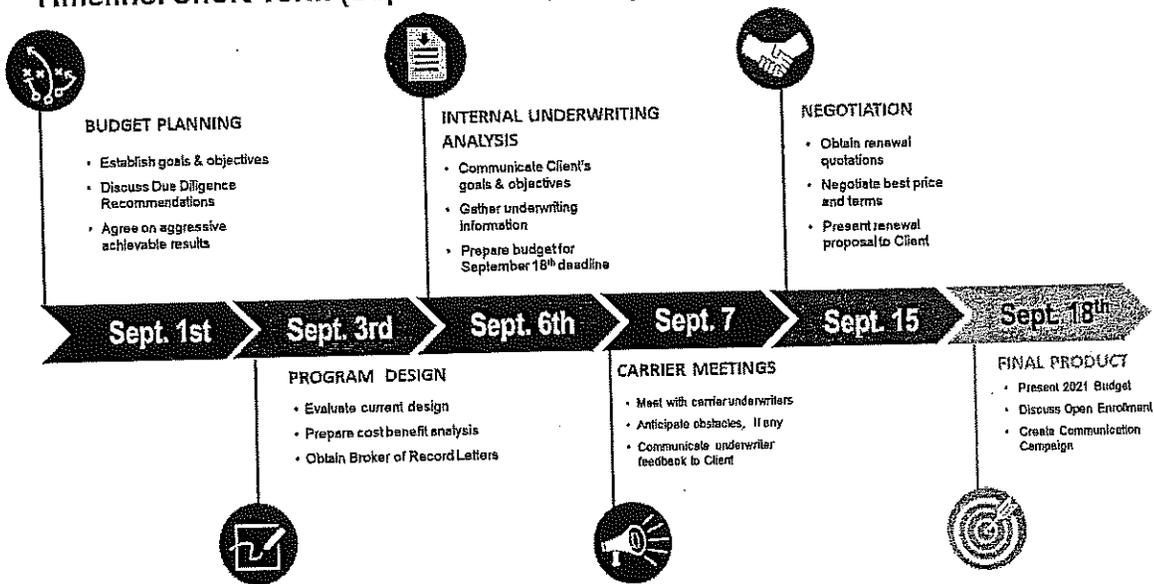
- Determine carrier commission levels and remove those commissions
- Review what lines of coverage offer potential price savings that can be marketed now and will not impact any CBA's
- Analyze how to more efficiently provide the coverage to participants

Budget project

Typically, we consider the budget process an ongoing service we provide our clients as additional claims experience is received. Considering the timeline outlined above, we will condense our process. We have provided two timelines. One outlines the budget development to meet the September 18 deadline. The other is a more typical timeline we would use moving forward. As you can see, we generally start this process 4 – 6 months in advance and we provide estimated budget updates throughout the year. Although we will be developing a 2021 budget, for the lines of coverage that renew outside of January 1, we will be negotiating with those carriers and conducting RFPs to ensure optimal pricing. Hopefully, this will lead to additional savings and improved terms and conditions.

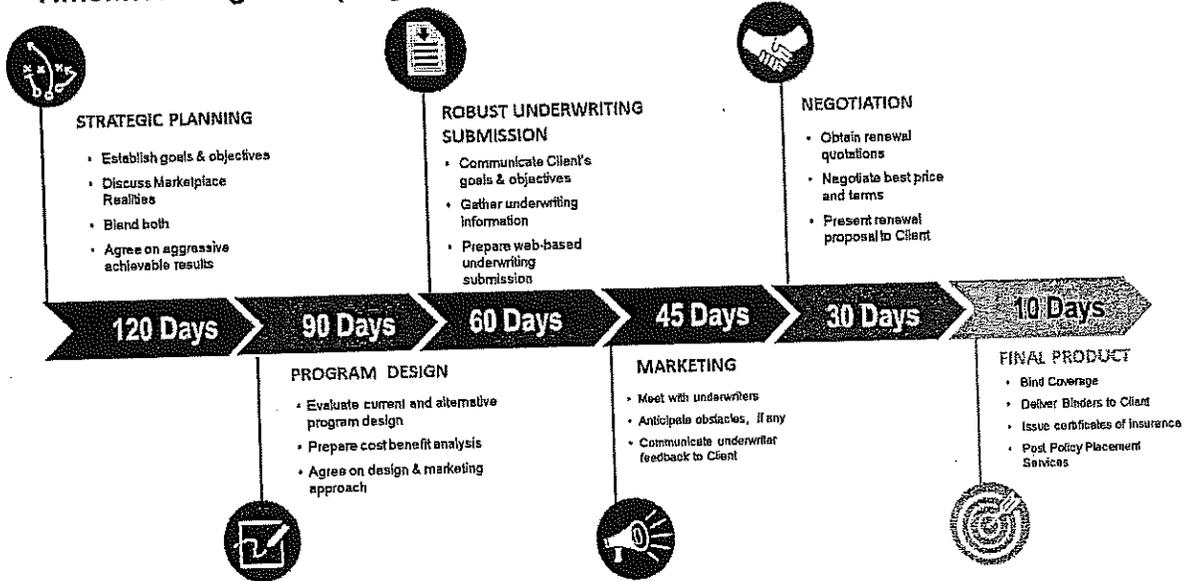
In conclusion, we are confident that with the proper information we can provide the City with a firm budget within the time frame needed.

Timeline: Short Term (September 18, 2020)



Our Process ← Our People → Our Systems

Timeline: Long Term (Ongoing)



Our Process ← ———— Our People ———— → Our Systems

D. Broker Requirements

1. Describe your company's history, locations, and the address of the office that will handle our account.

WTW (NASDAQ: WLTW) is a leading global advisory, broking and solutions company that helps clients around the world turn risk into a path for growth. With roots dating to 1828, WTW has 45,000 employees serving more than 140 countries and markets. For a list of our global office locations, see <https://www.willistowerswatson.com/en-US/About-Us/office-locations>. We design and deliver solutions that manage risk, optimize benefits, cultivate talent and expand the power of capital to protect and strengthen institutions and individuals. Our unique perspective allows us to see the critical intersections between talent, assets and ideas — the dynamic formula that drives business performance.

A strong client focus, an emphasis on teamwork, unwavering integrity, mutual respect and a constant striving for excellence are the core values of WTW's rich history. Many of our clients have been with us from our earliest days. Whether they first came to us for brokerage services or actuarial work, we met them with respect, a strong sense of advocacy and an emphasis on excellence. These values will continue to define our approach to business and our relationship with our clients, now and in the future.

While WTW was formed in 2016 with the merger of Towers Watson and Willis Group, the company's origins date back to the mid-1800s. Highlights include:

- **1841:** Henry Willis applied for membership of Lloyd's, where he started to broker insurance for the cargoes of commodities he sold on commission. As his enterprise grew, he became involved in the hull business, establishing himself in marine insurance and founding Henry Willis & Company.
- **1878:** Reuben Watson formed R. Watson & Sons, the world's oldest actuarial firm, when the Manchester Unity of Oddfellows appointed him actuary the same year. Manchester Unity remains a client today — as do many other of our earliest actuarial and brokerage clients.
- **1934:** Towers, Perrin, Forster & Crosby (renamed Towers Perrin in 1987) was founded. It initially operated a reinsurance and life division, eventually specializing in pensions, reinsurance brokerage and employee benefit plans.
- **1943:** Birchard Wyatt formed the Wyatt Company, an actuarial consulting firm, in Washington, D.C.
- **1995:** R. Watson & Sons and the Wyatt Company forged an alliance, forming Watson Wyatt and consolidating their global resources.
- **2008:** Willis Group acquired HRH, one of the world's largest insurance and risk management intermediaries, which strengthens key practice areas and increases our mid-market and large account presence.
- **2010:** In a merger of equals, Towers Perrin and Watson Wyatt combined to form Towers Watson.
- **2015:** Willis Group exercised its right to acquire the remainder of Gras Savoye (having acquired a 33% stake in the company in 1997) and agreed to purchase 85% of Miller, the leading London independent wholesale insurance broker.
- **2016:** Willis Group and Towers Watson merged to become WTW.

WTW's headquarters is located at 800 North Glebe Road, Floor 10, Arlington, VA 22203. We will provide services to the City primarily from our Short Hills office, located at 150 JFK Parkway, Suite 520, Short Hills, NJ 07078.

2. Confirm your licenses to do business in our firm's geographical locations.

Confirmed. WTW has brokerage licenses and delivers consulting services in all 50 states, as well as more than 140 countries. All team members that would be assigned to this account would be properly licensed.

3. Describe the team that will provide direct support and services to our firm, including the names, titles and functions of the consultants who will manage our account directly and perform the work on a day-to-day basis.

Within WTW's Short Hills office, we have a staff of 100 Health and Benefits colleagues. All client service teams are carefully assembled with individuals who possess the skill set to address the unique needs of their clients.

Client Advocate | Charles Walter

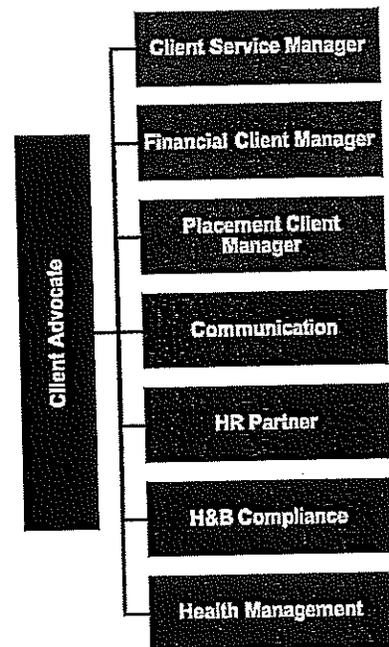
This experienced professional is your trusted advisor, who is empowered to deliver all of WTW to your doorstep — and desktop. Chuck assembles a team of WTW experts and resources who work continually to assess, mitigate, manage, transfer and — where possible — eliminate your risk.

Client Service Manager | Denise Lang

The client service manager performs day-to-day service and troubleshooting for WTW clients, assisting in coordinating our resources and solutions to best meet the client's needs. Denise's responsibilities include open enrollment support and managing carrier and vendor processes, such as claims resolution. Denise is a public sector specialist with over 20 years of expertise.

Financial Client Manager | Andrea Brodde

The financial client manager coordinates and executes the ongoing creation, maintenance and delivery of your reporting deliverables. Andrea reviews RFP results, funding arrangements, plan cost variances and utilization anomalies to provide you with the best practices and options to manage your plan costs and utilization.



Placement Client Manager | Robyn Silk

The placement client manager coordinates the renewals and placement activities associated with marketing and negotiation. This includes responsibility for bid preparation, RFP response analysis and RFP results presentation. Robyn is knowledgeable about specific carrier strengths and assists in managing resolutions for escalated issues.

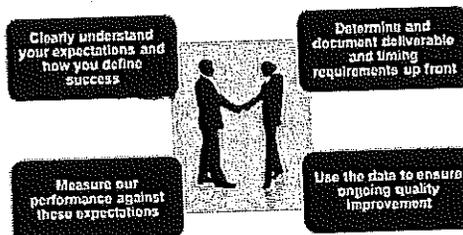
In addition to fielding strong core teams for our clients, WTW believes it is critical to support clients with deep subject matter expertise beyond benefits. Your client service team is assisted by subject matter experts in the areas of communication, HR, regulatory solutions, health management and health analytics.

We have included complete biographies for each member of your service team in **Appendix C**.

4. List your service platform and note all services you provide in-house.

WTW takes client satisfaction with our services very seriously; one of our organization's primary values is client focus. We have developed several tools and processes to put this value into action. All are designed to ensure we deliver our services in a way that meets your needs and they are aligned with your objectives and preferences. The cornerstone of our approach is our ClientFirst process.

ClientFirst helps us to:



With ClientFirst:

- We work with you to set goals and define your expectations at the earliest stages of our relationship; we then refine them as the relationship evolves.
- We measure our performance against your expectations on a regular basis using continual dialogue.
- We determine an action plan to address any issues that arise for ongoing improvement.
- We commit to a no-surprises, transparent relationship with you.

Strategic partners/contractual relationships

Most of our services and resources are provided in-house. We will, however, partner with select best-in-class vendors for certain projects and services. We work with many and would find the best suited for the City.

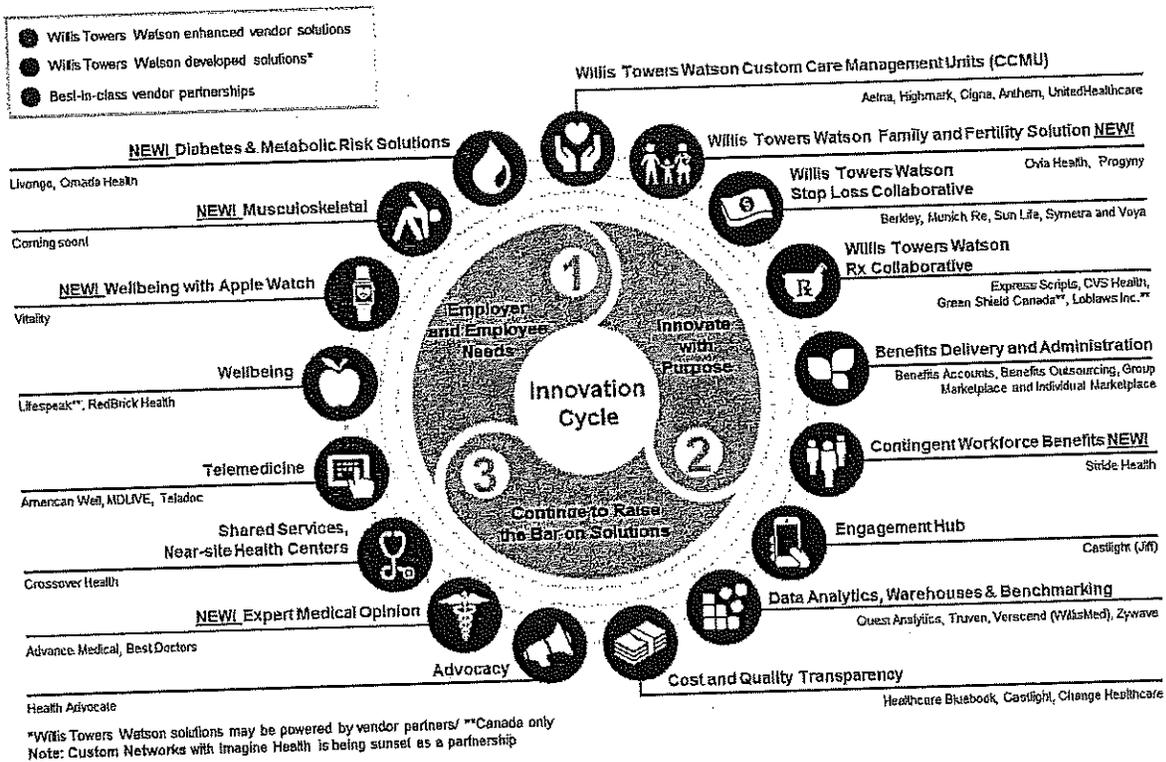
A few of our typical strategic partners are below:

- Benefit administration providers (including Hodges Mace, Emphyrean and ADP)
- COBRA administration
- BLR training resources (if needed)
- DirectPath employee advocacy call center
- Plan document services

Strategic Opportunities and Alliances

In addition to the services above, we have a dedicated team that examines emerging solutions and helps determine their potential value for clients. The WTW Strategic Opportunities and Alliances is a team of senior consultants who focus on driving innovation. When a new idea is developed, we determine if we should create the resource in house or find a strategic partnership that can provide it more cost effectively. Many of these resources are very beneficial to our self-funded clients

Our cycle of innovation and summary of current partnerships and solutions is illustrated in the following figure:



Working collaboratively with you and following a long-term strategy, we will bring you the appropriate solutions to improve the City's employees' health and improve their experience. Those solutions are not limited to the partnerships we have in place.

5. How does your organization distinguish itself from competitors? What attributes make you a strong strategic partner to our organization?

At WTW, we value our client partnerships, and we would seek to establish ourselves as a true extension of your internal team. We have a unique perspective, as we keenly understand public sector clients, but we also are not tied to any preconceived notions about what your health and welfare benefits should look

like in the future. We listen to what you have to say, and we take that information and do the research and analysis necessary to present the City with actionable recommendations. Furthermore, we have conducted extensive benchmarking and research in the health and welfare benefits arena, and we use the resulting information to calibrate the recommendations we make to the City.

We follow up by monitoring the results of these decisions and helping you refine them as an organization. Our approach results in a collaborative relationship in which we listen to, guide and support you with your strategic direction. As noted in our executive summary, WTW is well positioned to work with the City. Our unique differentiators include:

- **Our team is experienced:** We have proposed a strong health and benefits consulting team, which includes experts in all aspects of health care consulting with specialties in the public sector arena. With your proposed WTW team, the City will have immediate access to world-class consulting and intellectual capital.
- **Our data analytics capabilities:** WTW will provide the City with benchmarking, analytical research and data to assist with both the strategic work and the implementation of your ongoing strategy. Our industry-leading tools and technical expertise — including our extensive data, in-depth research and powerful modeling tools — combined with the spectrum of management consulting capabilities within our company, will enable our team to address virtually any issue the City might encounter. WTW actuaries provide your team with the facts needed to make informed decisions as they pertain to disease management strategies (e.g., diabetes), population management strategies and more.
- **Our proactive approach:** Your team constantly will be looking for ways to enhance your experience. Our aim is to remove work from our partners' desks, through innovative solutions. We also look to engage and educate through different communication mediums.
- **Our scale and leverage:** With approximately 2,000 health care consultants in North America and one of the largest clinical and pharmacy resources in our industry, we typically represent a significant percent of major insurance carriers' and national health plans' books of business. We use this leverage to drive the best deals — financial, service and guarantees — for our clients.
- **Our innovation and creativity:** WTW is the industry leader in developing innovative client solutions. In the rapidly evolving health care benefit landscape, the City can leverage our creative capabilities to ensure you are taking advantage of the latest strategies and techniques to develop solutions that address your unique needs.
- **Our high-value solutions:** With WTW, the City will have access to high-value solutions such as our Rx Collaborative and Stop Loss Collaborative offerings, as well as access to our digital health engagement partner, Castlight. These solutions can help the City achieve immediate savings.

At the core of everything we do are the five values we bring to every client relationship. This philosophy ensures high standards for all our clients:

- **Client focus:** We are driven to help our clients succeed. In every interaction and with every solution, we act in our clients' best interests — striving to understand their needs, respecting their perspectives and exceeding their expectations.
- **Teamwork:** When you get one of us, you get all of us. We bring innovative solutions and world-class advice to our clients by working across boundaries of business, geography and function. We help each other succeed and create more value by working together.
- **Integrity:** Our clients invest more than their time and money with us; they also invest their trust every day through our professionalism, doing what is right and telling the truth. We are accountable to the

organizations and people with whom we interact — including clients, shareholders, regulators and each other for our actions and results.

- **Respect:** We listen to and learn from each other. We support and celebrate differences, foster an inclusive culture, and operate with openness, honesty and benefit of the doubt. We manage our relationships, inside the company and out, with fairness, decency and good citizenship.
- **Excellence:** We strive to lead and sustain excellence. Most importantly, this means an unwavering commitment to professional development and personal growth for our people. Our colleagues take responsibility to develop their expertise, competencies and professional stature, while the company invests in the tools and opportunities that allow for continual development. In business, we place an unrelenting focus on innovation, quality and risk management.

6. Describe your expertise in alternative funding methods, stop-loss analysis, contribution strategies, provider network analysis, benchmarking and reporting.

Funding arrangements

WTW has extensive experience with different types of funding, including fully insured and self-funded plans. These funding arrangements generally fall into three categories:

- Conventionally (fully) insured
- Self-insured (with or without stop loss protection)
- Hybrid arrangement (minimum premium)

There is no right funding arrangement. We will work with you to determine whether that is the optimal approach to achieve your goals and objectives. We will help you to identify an approach that balances cost, cash flow and flexibility, in addition to risk tolerance and administration.

Risk tolerance relates to the degree that an organization chooses to accept the financial responsibility for the cost of its benefits promise and the ability to handle fluctuations in its month-to-month benefit cost as part of the overall financial situation. Minimum premium arrangements or stop loss insurance can help limit the risk. Administration can be more complex for self-insured plans, which require determining stop loss insurance and IBNR reserve levels.

Our approach is to first help our clients understand the positive and negative implications of the financing arrangements under consideration. Using some of the financial forecasting tools described later in our proposal, we then develop a comparison of the expected annual cost of each approach. This is followed by illustrations of likely cash flow implications for the various arrangements. The final step is to provide potential solutions to accounting issues, such as the variance of actual to accrued costs and how to establish a claim reserve, if applicable.

Regardless, we review client claims experience and develop data-driven strategies that maximize cost efficiencies, and drive employee engagement and satisfaction. We have the expertise to help our clients effectively budget for their health care programs by adjusting their claims experience for factors like the price of health care services, the innovation and adoption of new treatments and technologies, payment reform and network innovations, aging and other demographic characteristics, and changes in program

design. In a fully insured environment, state mandates become more of a focus, as do vendor negotiations.

Discount and provider disruption analysis

The WTW financial consultants assigned to the City are well versed in assessing network discounts and depth. In cooperation with major national health care vendors, our actuaries and consultants have created a standardized methodology for evaluating these vendors' network discounts.

To evaluate provider disruption, each vendor bidding on the City's programs must complete a spreadsheet identifying each provider used as in or out of the vendor's proposed network(s). We then evaluate disruption based upon the percentage of network providers in each network, the number of claims in network and the claim dollars in network. We also obtain GeoAccess reports to evaluate the overall access to providers within reasonable distance from the employees' homes. We also examine network depth to assess the choices of providers by specialty.

WTW uses a proprietary tool called NetRPM to evaluate network discounts. NetRPM's database of historical claims information from participating vendors is summarized at the three-digit ZIP code level and broken out by benefit category. Using your claims by service, NetRPM will compare each vendor's discounts to the City, both in and out of network to determine the potential savings or cost of changing networks. We also search for distinctive identifiers, such as performance guarantees, wellness budgets and unique tools and services.

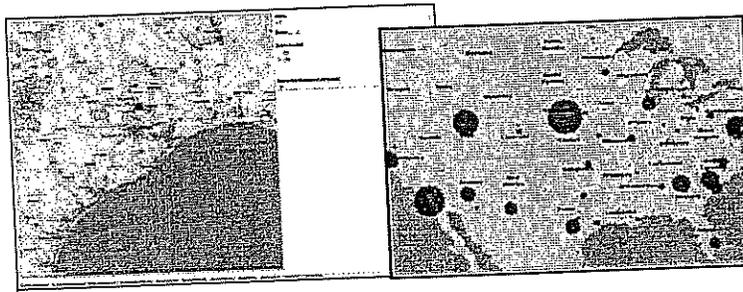
Vendor responses are presented in a summary that highlights costs, benefit differences and service capabilities. Your WTW team will meet with you to review and identify vendors to select, or if desired, to bring in for a finalist meeting. These interviews are conducted jointly by the City and your WTW team. This allows you to clarify any issues and to learn which vendor may be the best fit for your needs, objectives and corporate culture.

Health care delivery and Scout

Beyond discounts, carriers continue to evolve and refine their network offerings, particularly with respect to narrow and high-performing networks, accountable care organizations and joint ventures. There is an enhanced focus on quality, with steerage to providers and centers of excellence (COEs) with a proven track record of higher quality clinical outcomes.

To help clients navigate this emerging, complex landscape, WTW created Scout, an interactive network availability tool we will use to conduct a live working session with the City. It maps your geographic and demographic footprint to all major carrier and network offerings to identify the best potential network solutions for your specific population. In each market, for each network, Scout captures supplemental qualitative data, including network breadth, major hospital exclusions and expected savings. We are continuing to expand its capabilities further, with a focus on both COEs and third-party quality data.

Scout and our expertise will support you in designing a sustainable health care delivery strategy that can drive better financial results for your health care budget and better clinical outcomes for your employees.



Contribution strategies

Our process for developing employee contributions is well established. Key steps of this process include:

- **Assumption and methodology setting:** We will partner with you to develop underwriting assumptions, including the contribution strategy, health care cost trends and any potential changes to the program structure. We will also factor in the impact of collective bargaining agreements.
- **Initial budget and contribution development:** Once renewals have been negotiated and close to finalized, we will begin to determine appropriate contributions based on the City's stated goals. These goals are typically developed during initial strategy, renewal summary and budgeting meetings. These goals also are informed by our robust suite of benchmarking tools.
- **Development of alternatives:** After initial development of contributions, we will develop possible plan design alternatives for your consideration. This would be linked to the results of any strategy discussion and desired changes that reflect the City's desired competitiveness (for benefits and employee contributions).

Once premium equivalent rates are finalized, we will calculate final COBRA rates and any imputed income amounts for domestic partner premiums. These will be provided in a spreadsheet, along with final premium equivalent rates and employee contributions.

Benchmarking

WTW has invested significant resources to develop sophisticated benchmarking tools and databases to provide our clients with information about marketplace best practices and to design competitive programs. We will use these resources to compare the City's programs to the general market, as well as to your peer groups. However, benchmarking is more than just a comparison. Effective benchmarking also requires a thorough understanding of the market, the ability to modify benchmarks to make apples-to-apples comparisons, and the insight to know where the benchmark is heading in the future. Further, benchmarking is only helpful when combined with a knowledge of the actions to be taken as a result. WTW's benchmarking exercises are not performed as if in a vacuum; we know the importance of ensuring this work incorporates the consulting knowledge necessary for our client to take the appropriate next steps based on your own specific goals and objectives.

Our financial and cost benchmarking tools provide quick insights into the true costs and efficiencies of competing health plan options in the market. With these tools, we offer insight not only into what other companies are doing, but what constitute best practices and the results that are achieved. The outcomes can support the City's procurement process or plan renewals with market-specific cost and quality benchmarks, ultimately ensuring you have the right vendor partners and the right pricing structure.

Our primary benefit plan benchmarking resources are described in the figure below.

Tool	Description
Health Care Financial Benchmarks Survey	WTW's Health Care Financial Benchmarks Survey uses detailed medical and dental cost, enrollment, plan design and census data from our clients to determine the efficiency and value of plan options and associated administrative fees. The efficiency analysis applies actuarial adjustments for demographic, design and geographic variation to evaluate your medical program against our database on an apples-to-apples basis. In 2020, the survey included more than 1,700 U.S. employers and was expanded to include more information on medical and dental benefit plan designs to support design prevalence reporting.
Best Practices in Health Care Survey	WTW conducts an annual survey of health care strategy, market trends and actions of self-funded employers. Based on medical trend results over time and the efficiency score from the Health Care Financial Benchmarks Survey (described above), we identify employers who are considered best performers for their ability to efficiently deliver health care benefits. The survey results give employers a comparison of the strategies and tactics used by companies that are outperforming others on health care cost trends.
Emerging Trends Survey	WTW's annual Emerging Trends Survey tracks how employers are responding to the evolving health care environment. It provides insights into how employers are responding to continually changing health care regulations, legislation and market consolidation. The 2020 survey focused on family health and wellbeing, including maternity, paternity and surrogacy programs, elderly care giving, paid leaves or time off and flexible work arrangements.
Ad hoc surveys	<p>WTW periodically conducts brief surveys about emerging topics of interest to employers. Recent ad hoc survey topics include:</p> <ul style="list-style-type: none"> ■ COVID-19 benefits ■ Health care access and delivery ■ Behavioral health ■ Maternity, family and fertility benefits ■ Voluntary benefits (see also the Emerging Trends Survey) ■ Onsite/near-site employer-sponsored health centers
High-Tech Perks Survey	<p>This custom study measures and benchmarks the prevalence and value of employee perks in the high-tech industry. The study allows companies to answer key questions such as:</p> <ul style="list-style-type: none"> ■ What types of perks are most prevalent in the industry? ■ How can you differentiate your employee experience with the right perks? <p>It measures the monetary and convenience value of perks to help employers guide investments and determine the value and return on investment. There are additional fees associated with this survey. There are 100 different perks included in within 10 categories (commuter, convenience, education, entertainment, family, financial/security, food, service, technology and wellness). The cost to participate in the U.S. study for 2020 is \$9,000.</p>
Carrier trend Survey	This is a survey of annual claims trend as reported by 13 national carriers. Data are collected in July and available to consultants in August, to be used in renewal calculations and negotiations.

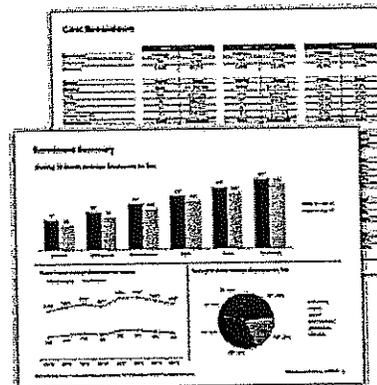
Tool	Description
BenVal	Our proprietary BenVal software compares the value of benefits among companies in our Benefits Data Source (BDS), a database for the storage and retrieval of benefit plan information from approximately 850 U.S. employer participants and market data for 35 industries, and determines benefit values for each company by using consistent actuarial methods and assumptions, along with a common employee population. Given this controlled environment, differences in value among the employer plans you want to compare are exclusively a function of differences in plan provisions. You can decide whether to base comparisons on the characteristics of your team member population or a standard population based on the typical employer. The information in BDS covers qualified and nonqualified retirement plans, as well as health care, flexible benefits, disability, life insurance and paid time-off programs. There are additional fees associated with this survey.

Reporting

WTW offers a comprehensive approach to evaluating employer health plan performance. We provide financial, utilization and clinical reporting to identify cost drivers. Our detailed approach positions clients to mitigate plan cost increases by identifying opportunities for savings either directly or through cost avoidance.

Financial performance analysis

WTW uses payer-provided data to create a management report showing past, present and future financial impact. The report is customized to your business structure and plan offerings. We also layer in your employee contribution structures to illustrate the net cost of the plan to your company. The report segments medical, prescription drug and large claims to identify how each element affects plan cost. Understanding how each segment performs provides a solid foundation from which we can project plan costs.



The report includes:

- A financial overview of plan performance
- Segmentation of data by claim type and group structure
- An actual versus budget comparison
- A projection to translate current experience into an expected future premium or premium equivalent
- Employee contribution amounts
- This report would be provided on a monthly basis to the City

Please see Appendix D for a sample Dashboard Report.

WillisMed (utilization and clinical reporting)

WillisMed combines medical claims, pharmacy claims and enrollment data with normative measures and sophisticated methodologies to create a data warehouse with comprehensive health care reporting for our self-funded clients. WillisMed reports enable WTW employer groups to develop targeted intervention programs by identifying potential high-cost claims through the use of data-driven, fact-based research. This robust analytics tool has embedded predictive modeling capabilities, enabling us to assess risk and care compliance to inform a more effective health management strategy.

With WillisMed, we help our clients mitigate risk, reduce costs and improve patient outcomes with data-driven solutions. Reporting from WillisMed focuses on understanding cost drivers and identifying opportunities across the following areas:

- **Wellness:** Analyze preventive measures and risk assessment data to optimize long-term health outcomes
- **Disease management:** Identify risk factors, gaps in care and comorbidities likely to impact the budget
- **Case management:** Find the most expensive, complex conditions affecting your workforce today and implement programs that drive improved outcomes

WillisMed provides for the aggregation of members (cohorts) with similar characteristics or disease states. Cohorts become a powerful tool in gauging the effectiveness of wellness initiatives by clearly tracking and illustrating the cohort improvement in several areas, including cost, risk factors, care compliance, hospital admissions and emergency room visits. WillisMed includes benchmarks with demographics, enrollment and claims experience from around 38 million lives to provide a cross-section of experience by geography, age bands, gender and industry.

The findings from WillisMed provide actionable strategic data for clients based on their claims information — data that WTW's Health Management, Pharmacy and other specialty practitioners can use to identify and confirm the right solutions for your population. Please see **Appendix D** for a sample Plan Insights and Efficiencies Report.

WillisMed is powered by Cotiviti, Inc.

7. Describe your underwriting and actuarial resources.

WTW is one of the largest employers of actuaries in North America and across the globe. With nearly 200 health actuaries, our Health and Benefits business leverages deep expertise, research, tools and innovative solutions that are based on a strong, established actuarial foundation. As a client of WTW, the City's team will have the use of our tools and research at no additional cost to support your annual plan management and financial needs. The figure below describes some of our tools and models, as well as our core actuarial projects and services. It also lays out our actuarial approach to working with you.

Historical claims and enrollment experience, plan and program design

Best-in-class analytic tools and models:

- Network Relative Performance Metrics (NetRPM) network discount database
- HealthMAPS actuarial rating software
- Incurred but not reported (IBNR) modeling
- Pricing and underwriting tools
- RxView drug benefit modeling tool
- WTW's proprietary Health Care Reform Impact Modeler
- Account-based health plan (ABHP) pricing model
- Data warehouse analytics

Leading-edge research on high-impact health policy topics

Core actuarial projects/services:

- Health plan network analysis
- Financial modeling
 - Multiyear projections
 - Plan and program design modeling
 - Annual budget projections
- Health reform modeling
- Monthly experience reporting
- Wellbeing dashboard
- COBRA rates
- Accrual funding and rating
- IBNR reserves
- Budget reconciliations
- Compliance updates
- Evaluation of regulatory changes on plans

Our team takes targeted health data and transforms it into practical, actionable insights. Tools support sound advice; they are not a substitute for it.

Status calls

Utilization review discussions

Vendor analysis meetings

In regards to underwriting expertise, all of our financial client managers and placement client managers have deep underwriting experience. Most are former insurance carrier underwriters and understand the various methodologies utilized to develop rating structures. In addition, all cases are reviewed at a group round table in order to get different perspectives about budget developments and rating estimations.

8. How will your company directly support our efforts to comply with all relevant Health and Welfare Benefits regulations?

You and your WTW team are supported internally by our Regulatory Solutions team. This team of attorneys and paralegals are industry thought leaders who participate in several professional organizations at a senior level. They participate in discussions about the most innovative ideas and issues with other professionals throughout the U.S. They have expertise and hands-on experience in ERISA, the Internal Revenue Code (IRC) and other laws affecting employer-sponsored benefit plans. Our Regulatory Solutions team has years of practical experience and in-depth knowledge regarding the application of the laws and regulations that affect employee benefit plans, and it regularly monitors releases from the federal government in order to guide clients. Services for education, compliance-related questions and compliance gap assessments (Benefit Plan Responsibility Map) are assessed by your local team and are provided by the Regulatory Solutions team. Regulatory Solutions offers a wide range of services and expertise that are included in WTW's fees.

Benefits Plan Responsibility Map

The WTW Benefits Plan Responsibility Map is a diagnostic tool designed to provide a comprehensive overview of the key health and welfare plan obligations for benefit plan administration and to identify any potential compliance gaps or deviations from best operational practices. Specifically, the map provides an overview of annual and ongoing reporting, disclosure, administrative, and governance requirements for health and welfare plans, allowing an employer to inventory practices, identify responsible parties, and schedule and monitor activities on an ongoing basis. The map offers helpful documentation to track future activities and related task prioritization. Following a map assessment, an employer can develop a strategy for addressing any compliance needs and identifying whether a third party or internal resource can assist with the performance of these important tasks.

Employer guides and tools

Regulatory Solutions offers numerous employer guides as shown below, as well as one dedicated to health care reform's coverage mandates:

- Cafeteria plans
- COBRA administration
- Spending accounts
- Group term life benefits
- Select fringe benefits
- HIPAA privacy and security
- Medicare (MSP, Part D and payer reporting)
- Uniformed Services Employment and Reemployment Rights Act
- ERISA reporting and disclosure
- Annual enrollment toolkit

5500 Filing Center

The 5500 Filing Center is within our internal Regulatory Solutions team and is responsible for managing health and welfare Form 5500 filings for our clients. Using the most updated software, we provide the Form 5500 with instructions and assist clients through the filing process (100% electronic). Summary annual reports also are produced by the Filing Center for distribution to participants. For new clients that have fallen behind on the 5500 requirements, the Filing Center also will work to file any delinquent Form 5500 via the Delinquent Filer Voluntary Compliance program.

The Filing Center works in conjunction with our Regulatory Solutions attorneys to track new developments with the IRS and Department of Labor regarding Form 5500 and filing requirements.

Health care reform

Regulatory Solutions leads our focused effort around the Affordable Care Act (ACA), commonly referred to as health care reform. Examples of the consulting expertise and tools developed include employer guides, FAQs, educational webcasts and legislative and regulatory updates to assist employers with their planning and potential transition to a new plan design under health care reform.

HIPAA compliance

Compliance with HIPAA privacy, security and breach notification requirements is technical, complex and confusing. WTW often receives requests to assist clients in their compliance efforts, and we have found that different clients need and want different types of assistance. Therefore, we offer a range of options for assisting clients in their efforts to comply with HIPAA privacy, security and breach notification requirements. Any live or customized training will incur an additional fee, but all recorded webcasts and non-customized webcasts are available at no additional charge.

- **Live and recorded webcasts** cover the fundamentals related to HIPAA privacy, security and breach notification, and are included in the WTW offering.
- **Customized HIPAA training** for employees within and outside of the HIPAA firewall can be provided for an additional charge. This could be performed via a webcast, a live session or a web-based session housed within the employer's intranet.
- **HIPAA privacy and security assessments** and creation of customized policies and procedures are available for an additional fee.

9. *Describe your capabilities around the review and preparation of contracts, plan documents, insurance policies, and other applicable materials that relate to our Health and Welfare benefits program.*

Our WTW team members are well prepared and versed in reviewing plan contracts, insurance policies and other important documents related to the benefit programs. This is done on all policies to ensure accuracy and confirm benefits. This is part of our core services.

Since compliance with ERISA and the IRC has become more complex and scrutinized by federal agencies. Creating and maintaining accurate and complete plan documents and summary plan descriptions (SPDs) is the responsibility of the plan administrator. Regulatory Solutions assists with this compliance requirement by maintaining strategic partnerships with respected national law firms that can draft plan documents and SPDs. When our clients engage in this service, they pay the firms directly, and an attorney-client relationship is formed. The client benefits from preferred pricing through WTW, as well as having the support of our paralegals to assist with preliminary information and document delivery. These services help our clients meet compliance obligations with federal ERISA and IRC requirements in a cost-effective manner.

10. Describe your ability to resolve claim issues and answer employee and dependent questions about our benefits program. Is this service in-house or outsourced to a third party?

WTW partners with DirectPath Health to provide member advocacy services and cost transparency resources to assist employees. The City's employees and covered dependents would be serviced by a dedicated team of individuals headed by a client relationship manager. The resources available through DirectPath include:

Advocacy

- Address benefit questions for employees
- Assist with identifying network physicians and facilities
- Help schedule appointments
- Resolve claims and billing issues and coordinate of appeals
- Assist with referrals and prior authorization requests
- Assist with Medicare/Medicaid and Exchange plan questions
- Provide assistance to extended family members (parents and parents-in-law)

Nurse navigator

- Explain a diagnosis
- Answer clinical questions
- Review treatment options
- Coordinate among doctors
- Help patients manage chronic conditions
- Research in-network physicians and facilities

Transparency

- Review benefits for specific health care tests and procedures
- Research in-network physicians and facilities
- Compare cost and quality between providers
- Educate members about the cost impact of their choices
- Shared savings service available
- Average employer savings per request: \$1,400
- Average employee savings per request: \$400

Rewards Incentive Program

- Reward members for choosing a lower-cost provider (provided in conjunction with transparency services)
- Members receive 20% of the savings, up to \$1,000
- Rewards are funded by the employer: average ROI is 290%

Availability

- Monday – Friday: 7:00 a.m. – 8:00 p.m. CT
- Saturday: 8:00 a.m. – 1:00 p.m. CT

11. Describe your employee communications and education standard services and support? Is this an in-house service or outsourced? Please provide employee communication campaign samples.

With WTW, you have access to our Value-Added Services consultants who provide expertise in communicating about benefits during annual enrollment and throughout the year. We begin the consulting process by learning about your organization's needs and goals and identifying your audiences. Then, we collaborate with you to develop a communication plan that aligns with your objectives and includes traditional and electronic media to reach your employees.

Our solutions include:

- **Communication Gap Assessment:** To make the most of their benefits programs, employees need to understand them. To know how to help them, the City needs to better understand where the current gaps lie. Our Communication Gap Assessment evaluates your current communications to find opportunities and develop a road map forward.
- **Communication planning:** Our communication and benefit expertise, coupled with our creativity, innovation and technical knowledge, helps educate and engage your employees. We offer a variety of self-service tools and templates, or we may partner you with a company to assist with the creation of custom materials or technology solutions. Our Value-Added Services team can help you map out your goals, messaging and approach around timing, media and more to develop a cohesive plan tailored to your objectives.

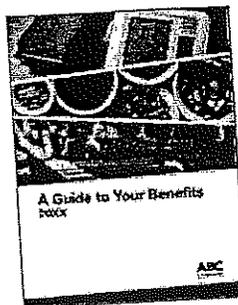


Communications project typically focus on:

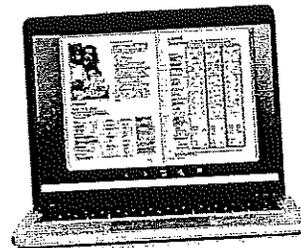
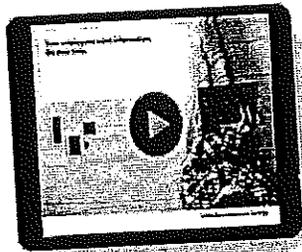
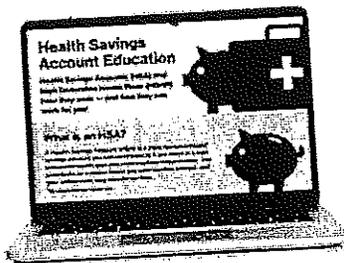
- Open enrollment
- New hire enrollment
- Health care consumerism
- Wellness programs
- Targeted benefits education

- **Core solutions:** We have a library of communication templates that enable you to create a branded, visually aligned campaign with your benefit communications. Each of our designs includes a suite of materials featuring best-practice language, including:

- Benefit guide
- Benefits-at-a-glance
- Postcard
- Flyer
- Microsoft® PowerPoint template
- Email

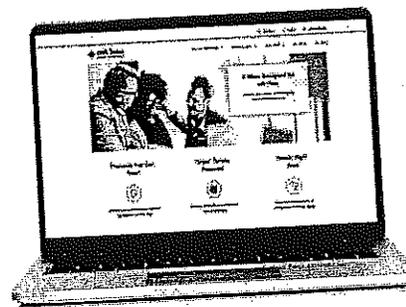


The communication offering provides you with access to technology options to improve how you reach your employees, including Brainsharks (automated PowerPoint presentations) and online flipbooks.



- **Technology solutions:** We stay abreast of best-in-market technology solutions in order to connect you with external resources, as needed, based on your overall strategy. We have relationships that provide access to a range of options, from a mobile wallet card, including links to key resources and carrier contact information, to an app or microsite. Additional fees may apply for some of these solutions.

- **The HR Trove Diamond membership:** The HR Trove Diamond Membership is a powerful tool that complements the daily services of your dedicated client service team with resources to streamline everyday work tasks and drive organizational success. It provides around-the-clock access to employer best practices guides, templates, newsletters and flyers on a variety of topics. These resources help you streamline everyday work tasks related to HR and benefits.



Sample Communications are available for review in Appendix E.

Additional services

- **Translation:** WTW has relationships and preferred pricing arrangements with translation vendors that use native speakers to ensure your message is accurately translated. Any translation fees facilitated by WTW are a direct pass-through cost.
- **Employee surveys:** We can support your employee surveys with samples of commonly asked benefit and wellbeing questions. We also offer WTW's Pulse Survey software to make it easy for you to gather input from employees. You can use the software to create surveys yourself, or our WTW team can help — from developing questions to setting up and administering the survey. You have access to a large database of normative questions to select from, if desired. These questions are available in multiple languages for your convenience. In addition to Pulse Surveys, we also offer support for in-person or virtual focus groups. For each of these options, a separate statement of work is required.
- **Communication and Change Management practice:** In addition to our Value-Added Services consultants, WTW's full-service Communication and Change Management practice has more than 300 professionals globally who specialize in helping clients communicate HR programs and business transformation. Depending on your needs, we also can engage our Communication and Change Management practice under a separate statement of work.

12. A statement of assurance attesting that the prospective proposer is not currently in violation of any regulatory rules and regulations that may impact its operations;

As with all major brokers, in the ordinary course of business, WTW is subject to claims from time to time — whether or not we are at fault in any way. On the basis of current information, WTW does not expect that any claim will have a material adverse effect on its financial condition, results of operations, liquidity or ability to perform the services required by the City's RFP.

13. A statement that the prospective proposer is not involved in any current litigation against the City of Scranton.

Please see our response to Question 12 in this section of our proposal. It does not appear that we have any litigation against the City of Scranton.

E. Experience

Include examples of experience as a broker and consultant providing high quality and cost effective services relating to the selection, assessment and management of employee benefits for employees (including retirees, where applicable) of a municipality/public employer, with a record of seeking and achieving a solid benefits program at excellent value, including pursuit of cost containment and reductions. The documentation of experience should include primary and secondary services, if applicable, and any pertinent experience of the proposer's support staff. References related to prior activities should be listed in the addenda section, including contact information.

Example 1: Large public-school district

After a thorough RFP process, WTW was selected by a public-school district with approximately 1,000 employees and an expanding employee benefit budget of over \$25 million. They selected us and tasked us with the need to keep the health care budget at 0%, although the renewal increase was calling for a 16% increase due to a 94% loss ratio. Complicating this was the fact that the benefits were collectively bargained, thus limiting some of our cost containment options (plan design and contribution).

After obtaining detailed data and interviewing the client, we determined five methods of keeping the budget flat without compromising the CBA. They were:

- Conduct a thorough carrier marketing
- Perform a deep claim and renewal formula review
- Overhaul the communication platform
- Implement a wellness program
- Review of regulatory adherence

Carrier marketing

Although changing carriers would potentially lead to the union filing a grievance and potential disruption, we felt a detailed marketing was necessary to determine where competitor pricing stood. The RFP response resulted in pricing that was at or near the in-force premiums.

Claim and renewal review

Although fully insured, we were able to get the carrier to provide some additional claim reporting that enabled our underwriting team to gain a better understanding to the claims data. We also reviewed the underwriting formula and were able to point out some areas that weren't justified. For instance, they were building in administration costs that were a percentage of the total cost of the premium; if premium went up 16%, so did administration costs. This resulted in additional unjustified premiums. We also found the trend (inflation) factors they were using were higher than their competitors and higher than the trend they had used for other clients we handle. (We track all this information.) Lastly, we leveraged the Rx plan and stated that the carrier was keeping all Rx rebates, which needed to be taken into consideration in the

renewal. By marketing the program and renegotiating the renewal, we were able to get the carrier to reduce the increase to +3%.

Communication platform

Through discussions with the client, we found that they were struggling with getting their workers to fully understand the five medical plans that were available. Compounding this was the fact that the employees cost for benefits was based on their salary. The more they earned the higher the cost. We also discussed the fact that most of the employees were in the highest cost program — although the additional benefits offered in that plan did not justify the additional cost. We knew that if we could effectively communicate how the plan worked, we could help lower the employee's costs, but also the district's. We did the following:

- We implemented our DirectPath call center so employees had a dedicated professional they could speak with to get questions answered.
- We created a contribution calculator that we posted so employees could input their salary and see what the various programs would cost them.
- We revamped the communication materials and made them more concise and easier to read. We wanted to ensure people read the materials.
- We conducted numerous live meetings at each school to make sure employees had a chance to hear a presentation.
- We met with union leadership to explain the importance of effective communication and ask them for support in getting people to attend meetings.
- We created a drip campaign of messages that went out over open enrollment to remind employees of how the plans work and the benefits of each.

When open enrollment was concluded, we were able to move 125 employees to lower-cost options that saved the district \$900,000 in premiums and found that the employees who moved were thankful as they didn't need the more expensive plan option they were enrolled in. This resulted in the health care budget actually being reduced by -1.2% overall.

Wellness program

As part of our negotiations with the carrier, we agreed to implement a wellness program for the employees (biometrics) and were able to get the carrier to fund the cost of the program.

Regulatory adherence

As part of our due diligence, we determined that many of the mandatory annual notices were not being provided to employees, so we conducted a full review and corrected the issues and ensured the client was up to date on all regulatory requirements.

Example 2: Public warehousing company with large union presence

Faced with very costly fully insured health plans, the client, an organization that provides health coaching and decision support, wanted to engage its employees and “practice what it preaches” by developing a long-term wellness and health plan strategy. This included moving to a self-funded program, incorporating consumerism into its plan offerings and bringing its plan design and payroll contributions in line with the market in order to reduce costs.

WTW was hired to:

- Identify objectives and key principles for the client’s long-term medical program strategy, including:
 - ▣ **Medical plan offerings:** Achieve market parity with its medical plan offerings in two to three years while ensuring employees are not financially exposed and giving them a vehicle to save for medical costs in retirement
 - ▣ **Medical plan cost:** Reduce the client’s medical plan expenditure
- Help create a three-year strategy to control health care costs utilizing benchmarking and consumer-based approaches
- Hold focus groups to establish employee (health coach) and management perceptions and expectations
- Develop a wellness strategy that leverages the client’s in-house capabilities
- Communicate the plan and wellness changes to employees in a positive manner and encourage healthy lifestyles
- Evaluate market competitiveness of other health and group benefit programs, including life, disability and leave administration

Outcomes

After two years in a three-year plan, the following outcomes have been observed:

- Significant health plan savings of \$1 million through:
 - ▣ Transitioning medical plans to self-funding
 - ▣ Benchmarking benefits to the market and implementing plan design and payroll contribution changes
 - ▣ Refining the account-based health plan (ABHP), which resulted in 40% increase in plan enrollment in the first year
 - ▣ Improving employees’ and dependents’ understanding of the cost of services
- Savings of 13% over current premiums for bidding the life and disability programs

We are currently working with the client to evaluate Year 3 changes, incorporating use of incentives in wellness strategy, implementing COEs and value-based designs.

For information on our three references, please see **Appendix B**.

F. Personnel

Include the names of executive and professional personnel who will be assigned to the activities of the Employee Benefits Project, including support staff. Resumes for those assigned directly to the activities of this project may be included in the addenda section.

Please see our response to Question 3 in section D. Broker Requirements for information about our proposed team. We have included complete biographies for each member of your service team in Appendix C.

G. Cost and Price Proposal

1. Detail in full how you, if selected, you will be compensated for all of the services to be provided.

Our organization is structured to provide access to a wide variety of resources, designed to meet your most pressing business needs as they come up. It is an agile model that allows us to provide what you need when you need it. When we partner with you on a holistic basis, we maximize our value to you, which makes a real difference in your business. We are flexible about how we are paid in terms of commissions versus fees, or a combination of the two. However, we do find that for clients in the public sector arena, a fee is a preferred method. The reasoning is twofold:

- Under a fee arrangement we will receive the agreed-on price for our services. If paid via commissions, we could potentially be paid more if headcount rises or prices rise.
- If paid via commissions on plans where collectively bargained employees are covered and contribute part of the premium, we have had situations where the union wants input on who is selected as the consultant. This isn't a typical problem, but we feel a fee is a cleaner option. Obviously, all commissions would be removed from products if applicable.

We don't care either way but felt it important to clarify our position.

Our proposed fee is \$124,250 and includes the DirectPath call center.

2. Does your company accept overrides based on volume of business placed with carriers? If so, describe your disclosure practices in regard to compensation in general and overrides in particular.

WTW has reviewed the various forms of compensation that insurance companies pay to brokers, as well as the internal controls available to address conflicts of interest. We have concluded that, with proper internal controls in place, we can accept all forms of insurer compensation, including contingent commission payments. These payments are consistent with current industry practice. We believe that accepting these payments is important to our competitive position. Our policies, Excellence processes, standard terms and conditions, fee agreements and terms of business agreements have all been revised to reflect our ability to accept all forms of carrier compensation while providing full transparency to our clients.

WTW has established a Market Derived Income (MDI) Committee consisting of senior leadership to review, approve, oversee and monitor MDI proposals, including contingent commission arrangements, on behalf of the group. This committee is central to ensuring each proposed arrangement receives an appropriate level of scrutiny and monitoring. The MDI Committee has appointed a central leadership team to negotiate MDI arrangements. Additional internal controls are in place to address conflicts of interest. We also have developed training for colleagues about the controls associated with contingent commissions and MDI. We will continue to review our policies and procedures and make any necessary changes.

The core tenet of the WTW MDI Committee is that we must always work in the best interests of our clients. Accordingly, we will only accept MDI if we can demonstrate that accepting it will not conflict with our clients' best interests.

3. *Disclose any other method(s) by which you would or may be compensated from or by your work with/on behalf of the City of Scranton if selected.*

Besides the proposed fee as outlined in Question 1 above and potential MDI income discussed in Question 2 above, there would be no other areas where we could potentially be compensated.

H. Affidavits

The following affidavits are required by the City of Scranton:

- *Affirmative Action Certificate*
 - *Certificate of Non-Segregated Facilities*
 - *Non-Collusion Affidavit*
-

The endorsed affidavits are provided in Appendix F.

I. Contract

The party selected for legal services will execute the City of Scranton's professional services contract.

We are prepared to execute a professional services contract if selected as the Benefits Consultant/Broker.

J. Insurance Coverage

A statement of the prospective proposer's insurance coverage. The City requires the successful proposer to carry the types and amounts of insurance listed hereinabove. All insurance coverages should name the City of Scranton as an additional insured. All insurance coverages must be kept effective during the contract period. The loss of insurance coverages could result in contract termination.

WTW maintains all applicable lines of coverage, including errors and omissions coverage at the corporate level. A copy of the corporate E&O certificate of coverage is provided in **Appendix G**.

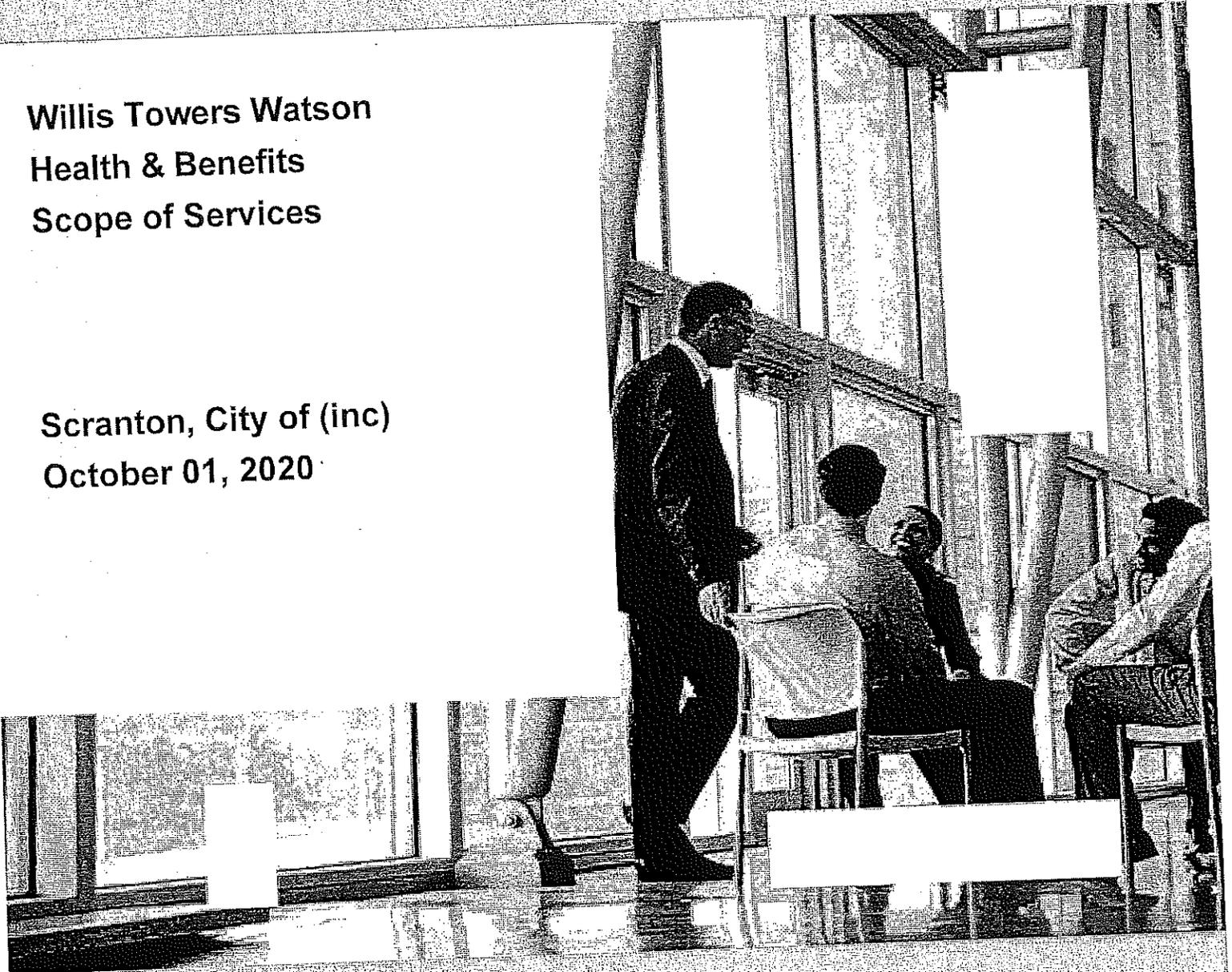
Appendices

- Appendix A. Scope of Services
- Appendix B. References
- Appendix C. Team Biographies
- Appendix D. Dashboard and Willis Med Reports
- Appendix E. Communication Pieces
- Appendix F. Affidavits
- Appendix G. Insurance Certificate

Appendix A. Scope of Services

Willis Towers Watson
Health & Benefits
Scope of Services

Scranton, City of (inc)
October 01, 2020



Willis Towers Watson Health & Benefits Scope of Services

As your benefits advisor, we work to help you establish a comprehensive strategy for your programs. Once a strategy is determined, we develop a detailed action plan to assist with your needs. Along the way, we continually review performance to ensure your organization's goals are met. While all decisions regarding your benefit programs remain up to you, you can expect Willis Towers Watson to support your organization with the following activities, where appropriate. Note that based on client specific plans and strategies, not all services are warranted every year.

Brokerage & Advisory Services	Included In Scope
Strategy Development & Market Insights	
Annual Strategy Meeting Strategy session to review business objectives and key priority issues to develop a multi-year strategy	✓
Annual Service Plan Create and deliver a service plan to reflect agreed upon projects, including assigned accountabilities and timeframes.	✓
Market Trends and Updates Provide updates on market trends, new products and services and carrier market place news.	✓
Resource Coordination (SMEs, Solutions) Coordinate appropriate Willis Towers Watson resources to support projects identified in strategic plan.	✓
Benefit Program Administration Options Assess and develop a strategy around your benefit program administration options, including access to Marketplace solutions and Benefits Administration solutions.	✓
Financial Analysis & Measurement	
Benchmarking Resources Willis Towers Watson proprietary and other available industry source benchmarking on plan design, cost and prevalence data.	✓
Financial Performance Analysis Report- Quarterly Provide a quarterly Financial Performance Analysis Report, to include paid claims by month and plan, a summary of large claims activity, and preliminary renewal projections (<i>provided experience reporting is available from carrier</i>).	✓
Detailed analysis (pharmacy, stop loss) Analysis performed to evaluate options for Stop Loss (carve out) or Pharmacy solutions.	✓
WillisMed Reporting Clinical and financial reporting through <i>WillisMed</i> at the member, population, and cohort level, combined with predictive modeling capabilities to project future plan costs based on the specific disease burdens which exist in your population. This reporting serves as the foundation for making educated decisions regarding plan design, wellness initiatives, and communication campaigns. Please note: WillisMed services are provided in conjunction with a third party subcontractor and you will be required to sign a Client Addendum electing to participate in the service, which may include an expansion of the rights that Willis Towers Watson and the subcontractor will have with respect to your Plan's data, including Protected Health Information.	✓

Willis Towers Watson Health & Benefits Scope of Services

Brokerage & Advisory Services	Included In Scope
Renewal & Placement	
Renewal Strategy Conduct a "Pre-Renewal Strategy Meeting" to discuss objectives, expected financial impacts, and desired outcomes from renewal negotiations.	✓
Marketing & Placement Activities Analyze and challenge incumbent renewal Assist with incumbent carrier/vendor negotiations Collect required client population data and benefit information Develop RFP Recommend carrier/vendor marketplaces Distribute RFP and manage procurement process Analyze responses Present responses to client Provide recommendations on finalist(s) Assist in negotiations with winning carriers/vendors	✓
Placement of Coverage Provide recommendations on carriers/vendors best suited to meet plan goals and objectives (Client makes all decisions regarding the vendors they retain).	✓
Contract Review - Non-legal When requested, provide a non-legal review of terms you agree upon with benefits vendors, to help ensure the agreement meets your benefits needs.	✓
NetRPM Analysis Detailed analysis and prediction of discount impact of changing networks.	✓
Stop Loss Coverage Evaluation of Stop Loss market options, including access to the Willis Towers Watson panel of Stop Loss Insurers for preferred terms, conditions and rates.	✓
Plan Design Scenarios Develop and present alternative plan options with associated financial and member impact analysis, as necessary to meet business objectives. Model rates for up to three different plan designs.	✓
Rx Optimizer Rx Optimizer: Evaluate the efficiency of the client's pharmacy benefit program and benchmark key metrics against best-in-class targets.	✓
Renewal Projection / Underwriting Calculations Review renewal methodology, experience data, and assumptions against trend analysis for accuracy and logic.	✓
Implementation & Enrollment	
Employer Contribution Strategy Provide up to three versions of contribution modeling (employee/employer) based on enrollment and financial targets.	✓

Willis Towers Watson Health & Benefits Scope of Services

Brokerage & Advisory Services	Included In Scope
<p>Implementation Support Implementation Support as needed for new carriers and programs: Facilitate calls between carrier, client and technology vendor and manage adherence to the project schedule.</p>	✓
<p>Communication Planning Review current communication strategy and discuss options, taking into consideration program goals and budget requirements.</p>	✓
<p>Communication Templates Provide access to our library of templated and pre-formatted communications.</p>	✓
<p>Brainshark One online recorded presentation for Open Enrollment.</p>	✓
<p>Virtual OE Meetings Virtual OE meeting support: WTW to lead two Open Enrollment meetings conducted via your online conferencing platform.</p>	✓
<p>Filing Center Services Annually prepared signature-ready 5500s and Summary Annual Reports (SAR). Delinquent filings (DFVC Program) and those requiring amended returns may carry an additional fee.</p>	✓
Ongoing Program Management	
<p>Day-to-Day Service and General Client Inquiries Day-to-Day Service and General Client Inquiries Provide day-to-day service by answering general client inquiries regarding plan administration, including plan provisions and other questions related to the benefit programs.</p>	✓
<p>Escalated Claims Resolution Act as an advocate in the resolution of escalated service and/or claims issues when requested to do so and properly authorized.</p>	✓
<p>Vendor Management Facilitate productive relationships with carriers and vendors, ensuring adherence to SLAs and contractual terms and maintaining relationships with the vendor's management to maintain quality team performance including facilitating a vendor change when needed.</p>	✓
<p>General Project Management Project Management support for ongoing initiatives supported by your Willis Towers Watson Health & Benefits Team: Open Items calls, project plans and other tools to keep projects moving.</p>	✓
<p>Employer Guides, Required Notices Access to toolkits, guidance and support around required notices for distribution to your employee population.</p>	✓
<p>The HR Trove Diamond Membership A Willis Towers Watson client portal providing access to Willis Towers Watson's intellectual capital including employer guides, templates, toolkits, FAQs and other forms and information.</p>	✓

Willis Towers Watson Health & Benefits Scope of Services

Configured Core Services	Selected Service	Additional Fee
Direct Path	✓	\$7,250
Direct Path Call Center		

Willis Towers Watson Health & Benefits Scope of Services

Willis Towers Watson has industry leading solutions and services available to meet your organizational needs. Willis Towers Watson also has Subject Matter Expertise in key areas to support your organization. Additional services configured in your scope of services will be reflective below, if selected.

Willis Towers Watson Subject Matter Experts are located throughout the United States, specializing in the following areas:

- H&B Regulatory Solutions*
- Health Management
- Communication
- HR Consulting (HR Partner)

Additional Services Available	Selected Service	Additional Fee
<p>Updates and Education</p> <p>A key component of the Subject Matter Expert role is to stay abreast of the latest trends and issues that impact organizations today. As a Willis Towers Watson client, you are eligible to receive the latest information through a variety of formats, including electronic newsletters, seminars and webcasts.</p>	✓	None
<p>Gap Assessments</p> <p>As part of our Gap Assessment process, clients can complete a set of discovery questions and receive a comprehensive report that includes recommendations for change. Based on the specific review you complete, our Subject Matter Experts will analyze your results and discuss appropriate action steps.</p>	✓	None
<p>Employer Guides and Tools</p> <p>Covering a myriad of topics, our Employer Guides compile information on regulations, best practices and benchmarking in an effort to provide guidance around specific issues impacting our clients. These guides are accompanied by tools, as well as sample policies and checklists to help develop, implement, evaluate and administer your programs.</p>	✓	None

Willis Towers Watson Health & Benefits Scope of Services

* Your local client service team will have direct access to Willis Towers Watson's Regulatory Solutions Team. The Regulatory Solutions Team is a group of employee benefits experts that is comprised of specialized benefits attorneys and paraprofessionals with prior experience advising employers in the areas of ERISA, the Internal Revenue Code, and other laws affecting employee benefit plans and their application to employer plans including HIPAA, COBRA, FMLA, FLSA, etc. The Regulatory Solutions Team assists your local client service team in providing consulting advice, regulatory and compliance updates through publications, access to online guides, and expert speakers for seminars, webcasts and/or industry conferences. Please note that Willis Towers Watson is not a law firm or an accounting firm and cannot provide you with any legal or tax advice. The Regulatory Solutions Team is comprised of individuals with specialized employee benefits experience, including several licensed attorneys and paraprofessionals; however, they are not acting as your attorneys. They do provide your client service team with up-to-date information and research on employee benefits matters. If you desire legal or tax advice, or if your specific situation requires it, you should consult with attorneys or tax advisors of your own choosing.

Willis Towers Watson Health & Benefits Scope of Services

Willis Towers Watson's compensation is based on the anticipated work included in the scope of services previously outlined in this document, and takes into account the current size of your benefits-eligible population. We are flexible in the manner in which we are compensated and will accept compensation in the form of commission, fee or a combination thereof. We have outlined our proposed compensation below, based on your population and support outlined in this scope of services. In commission arrangements, compensation received may vary from the pricing estimate if changes occur to the enrolled population or the overall benefit program.

Service Summary	Pricing
Core Brokerage & Advisory Services	\$ 124,250.00
Total of Optional Services Selected	\$ 0.00
Total Proposal Amount	\$ 124,250.00

Payment Terms	Pricing
Brokerage & Advisory Services paid by Fee	\$ 124,250.00
Optional Services paid by Fee	\$ 0.00
Total Services paid by Fee	\$ 124,250.00

Appendix B. References

Town of Phillipsburg	
Contact name	Victoria L. Kleiner
Contact title	Municipal Clerk/Register
Contact phone	+1 908 454 5500 (extension 309)
Contact email	vkleiner@phillipsburgnj.org

Dover Board of Education	
Contact name	Kevin Bullock
Contact title	Director of Human Resources
Contact phone	+1 973 989 2000
Contact email	kbullock@dover-nj.org

Union Township Board of Education	
Contact name	Manuel E. Vieira
Contact title	School Business Administrator/Board Secretary
Contact phone	+1 908 851 6419
Contact email	mvieira@twpunionschools.org

Appendix C. Team Biographies

Charles Walter

Senior Director

Experience and Specialization

Chuck Walter is a senior vice president in the Employee Benefits division of WTW. Chuck's primary responsibilities include new business development and client advocacy.

Chuck joined the company in 1995 and spent two years as an account manager before moving into his current position. His early years were spent developing an expertise in designing and implementing benefit programs and learning the value of client satisfaction. Chuck has consistently qualified for the prestigious Chairman's Club. Prior to joining Willis, Chuck was a senior underwriter at Home Life Insurance Company, in charge of the company's more prestigious self-funded clients.

Education and Credentials

Chuck earned a B.S. in finance from St. Joseph's University in Philadelphia, PA. He also holds an M.B.A. in marketing from Montclair State University in Montclair, NJ. He has his Health Insurance Association of America (HIAA) designation and is a licensed producer for Life & Health and Property and Casualty insurance.

Denise Lang

Senior Client Manager

Experience and Specialization

Denise Lang is a senior client manager with WTW. Denise has over 21 years of Health, Life, Supplemental and Voluntary insurance experience which includes managing and servicing plans for small, medium and large groups. Prior to joining the company, she was with Horizon BCBS of NJ as a client service consultant and at Oxford as an employer service associate.

Education and Credentials

Denise earned a B.A. in political science from Kean University. She also holds a master's in organizational leadership from Regent University in Virginia Beach, VA. She has her New Jersey Life and Health license.

Andrea Brodde

Associate Director, Financial Consultant

Experience and Specialization

Andrea Brodde is an associate director in WTW. Her primary role is as a financial and marketing consultant, analyzing benefit programs and negotiating marketing efforts with insurance carriers. Andrea has been with the company for 27 years.

Education and Credentials

Andrea maintains a New Jersey Life and Health Producer License.

Robyn Silk

Senior Director, Financial & Marketing Group Team Leader

Experience and Specialization

Robyn Silk is a senior director in WTW's Brokerage & Advisory practice. As a team leader, Robyn oversees a team of financial consultants in addition to her role as financial executive for larger clients of the Brokerage & Advisory practice.

Prior to co-leading the Financial and Marketing Group, Robyn grew her experience through consulting and leadership roles at legacy firms acquired by WTW. Her career has built around the analysis, planning, and execution of health and welfare benefit programs, with particular proficiencies in multi-site business and M&A activity across most industries and U.S. regions.

Robyn participates in the national council of Financial and Placement Leaders for WTW helping to bring best practices to other regions and in turn ensure Metro NY has access to new product developments and best pricing, terms, and conditions with insurance carrier and service providers.

Education and Credentials

Robyn has a B.A. in biological basis of behavior from the University of Pennsylvania.

Justin O'Connor

Director/Client Service Team Leader

Experience and Specialization

Justin O'Connor is a director and client service team leader in the Health and Benefits Division of WTW. Justin is responsible for management of an account service team and he has direct responsibility for several key clients. Justin has particular expertise in underwriting and self-funding. He has over 25 years

of experience in the employee benefits arena; both on the carrier and consulting markets. Past employers include Prudential, Acordia and Horizon Blue Cross and Blue Shield.

Education and Credentials

Justin holds his NJ Life and Health license and is licensed in several other states as well.

Marion Cochran Lunt

Senior Communication Consultant

Experience and Specialization

Marion Cochran Lunt is a senior communication consultant in WTW's Human Capital and Benefits segment, supporting the Northeast region. With nearly 20 years as a communications consultant, Marion's experience draws together a strong consulting background, knowledge of how to communicate with diverse audiences, and the expertise to deliver the message with words and images that drive employee engagement and tie into a corporate brand and mission.

Prior to joining the company, Marion was the Marketing and Communications Director for New York's Industrial + Technology Assistance Corporation (ITAC) working in manufacturing and technology start-up arenas, and tied into local, state and national governments.

Marion's previous experience includes work as an independent communications consultant with her own firm, Effective Communications, partnering with leading organizations such as UnitedHealthcare, PricewaterhouseCoopers, and Towers Perrin on their most challenging client projects. Marion helped both for-profit and not-for-profit organizations — across a broad array of industries and within various internal functions — improve the effectiveness and efficiency of their communication efforts by optimizing how they define, differentiate, deliver and codify their messages.

Education and Credentials

Marion holds a B.A. with high honors in fine arts from Lehigh University and an M.A. with distinction in communication arts from New York Institute of Technology. In addition, she completed the Innovation Engineering Leadership Institute through the National Institute of Standards and Technology under the U.S. Department of Commerce.

Amy Byer, PHR

Senior Associate

Experience and Specialization

Amy Byer is an HR partner consultant in Value Added Services, where she provides human resources guidance to Health and Benefits Brokerage Advisory clients. In her previous role, Amy was the senior talent and HR administrator at an economic consulting firm in Washington, DC for six years. In that role,

she was involved in all things recruiting, from managing the undergraduate recruiting process to assisting in the Ph.D. process to helping hiring managers backfill positions. She also managed the firm's internship program which was consistently ranked in the top-ten by Vault. Outside of the talent world, Amy led the completion of the firm's external compensation surveys, wrote the affirmative action plan each year, and administered the FMLA program, while serving as an advisor on the Women's Network Committee. Amy spearheaded many wellness initiatives, including biometric screenings, flu shot clinics and wellness trainings.

Prior to that, Amy worked at an HR consulting firm focusing on small nonprofit clients. She assisted in conducting compliance audits, administering performance management programs, conducting open enrollment sessions and processing benefits.

Education and Credentials

Amy earned her master's degree in management with specialization in HR from the University of Maryland University College and her bachelor's degree in management from the University of Delaware.

She holds the Professional in Human Resources (PHR) designation.

Lynda Colatrella

Wellness Advocate

Experience and Specialization

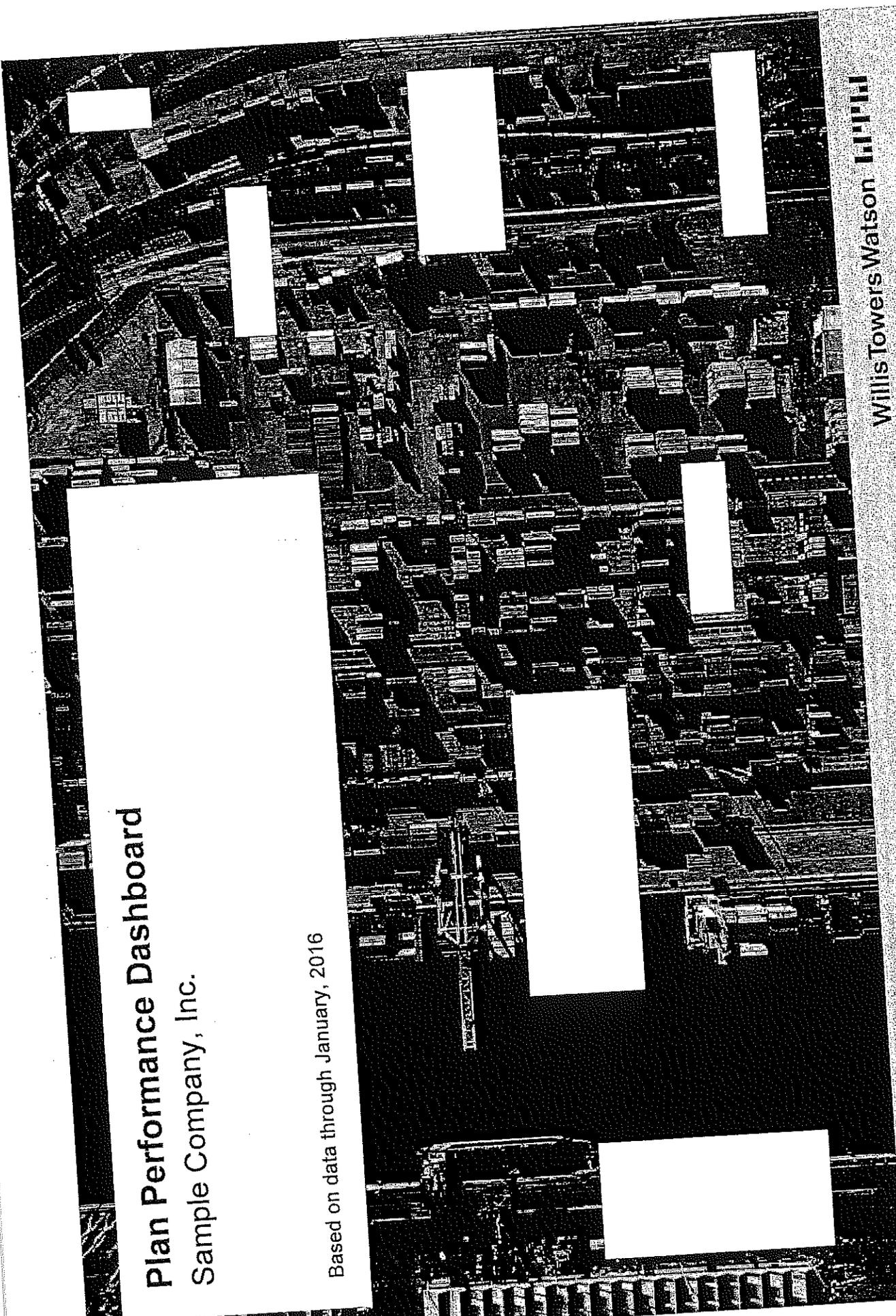
Lynda Colatrella is a resource growth executive in the Health and Benefits division of WTW. Lynda works as a liaison with our National Team to provide guidance and expertise in the development of strategic HR initiatives, performance management, talent management, policies and procedures, compensation, wellness programs, communication tools and resources. She currently sits on five wellness committees to assist client committee members with details of wellness initiatives and production of effective monthly meetings. She is also responsible for facilitating voluntary benefits to help our clients choose the right benefits for their employees and their families.

Lynda joined the company in 2002, and she worked originally as an account manager and product specialist. Prior to joining the company she was an account executive for medical resources, a PPO network and health care management services company where she presented to third party administrators, brokers and self-funded groups.

Education and Credentials

Lynda is licensed in Life and Health in New Jersey.

Appendix D. Dashboard and Willis Med Reports



Plan Performance Dashboard

Sample Company, Inc.

Based on data through January, 2016

Willis Towers Watson 

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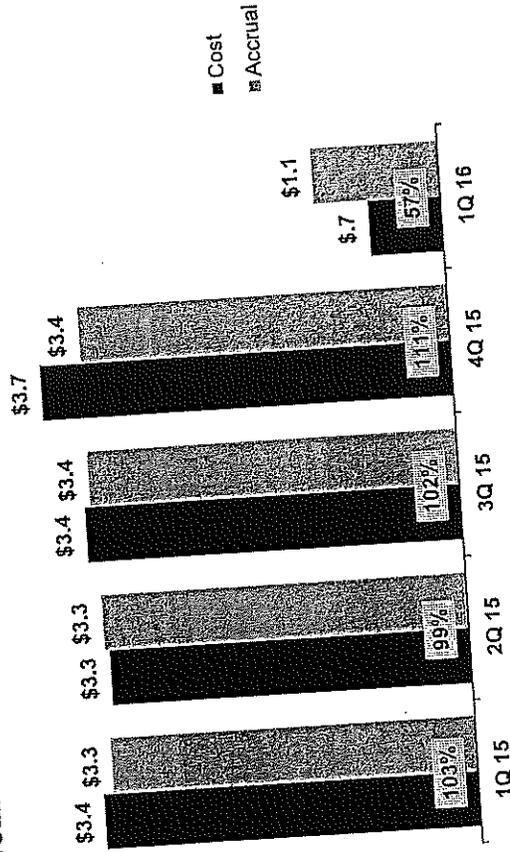
Executive Overview

Self Funded Medical

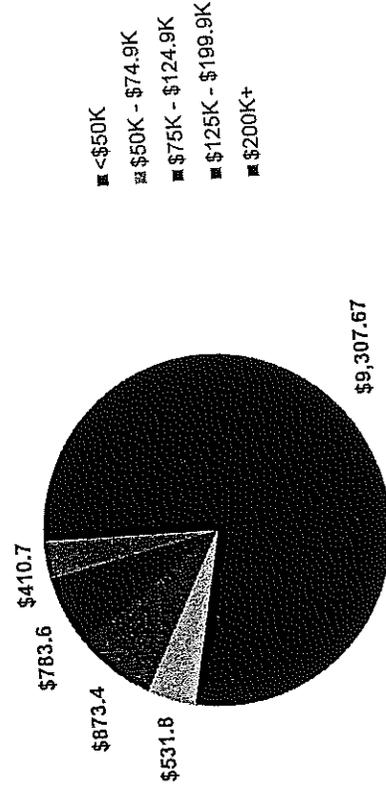
Key Takeaways

- Actual cost in Jan-16 ran at 57.2% of projected cost. Actual cost over the Rolling 12-Month Period ending Jan-16 ran at 100.1% of projected cost.
- Actual cost through 7 month(s) of the Fiscal Period ending Jan-16 ran at 99.1% of projected cost.
- Actual cost through 7 month(s) of the Policy Period ending Jan-16, a (43.6%) change from \$0.9M at the same point in the prior Policy Period.
- Claims before ISL adjustments ran at \$0.5M through 1 month(s) of the Policy Period ending Jan-16, a (2.4%) change from \$12.0M at the same point in the prior 12-Month Period.
- Claims net of ISL adjustments ran at \$11.7M over the Rolling 12-Month Period ending Jan-16, a (2.4%) change from \$12.0M at the same point in the prior 12-Month Period.

Total Cost vs Accrual (\$M)



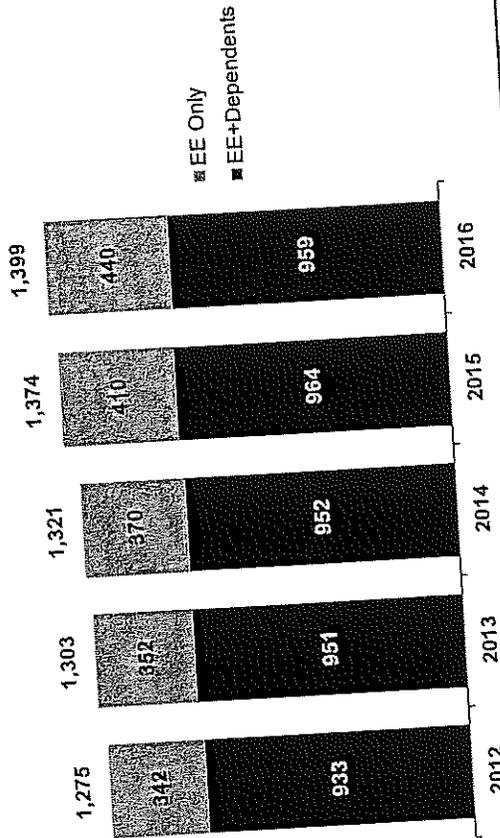
Rolling 12-Month Claims by band (\$K)



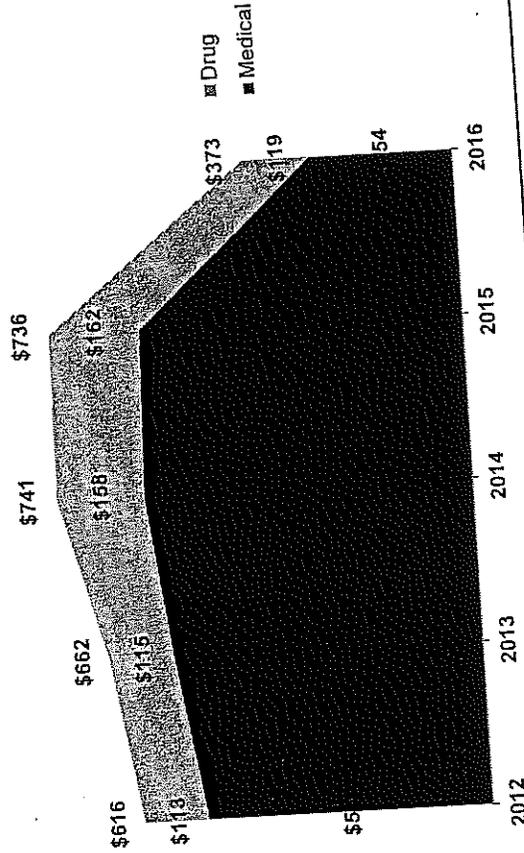
5-Year Policy Period Trends

Self Funded Medical

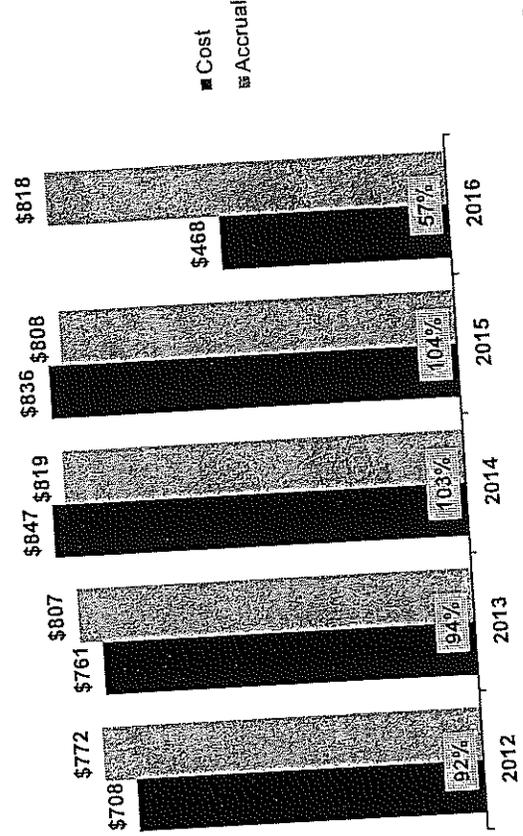
Average Employees by Tier



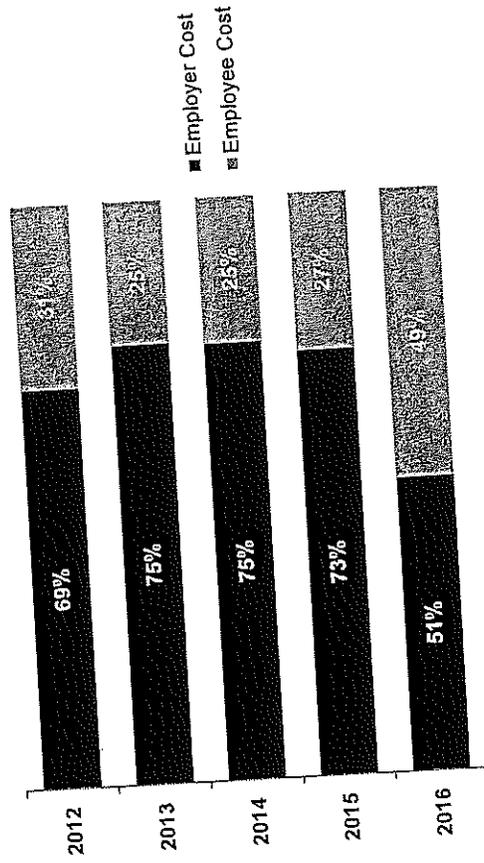
PEPM Claims by Category



PEPM Cost vs Accrual



Employer Cost Share



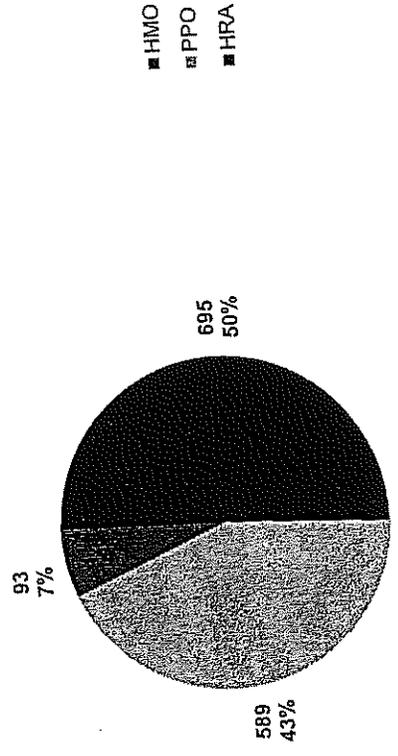
Enrollment Snapshot

Self Funded Medical

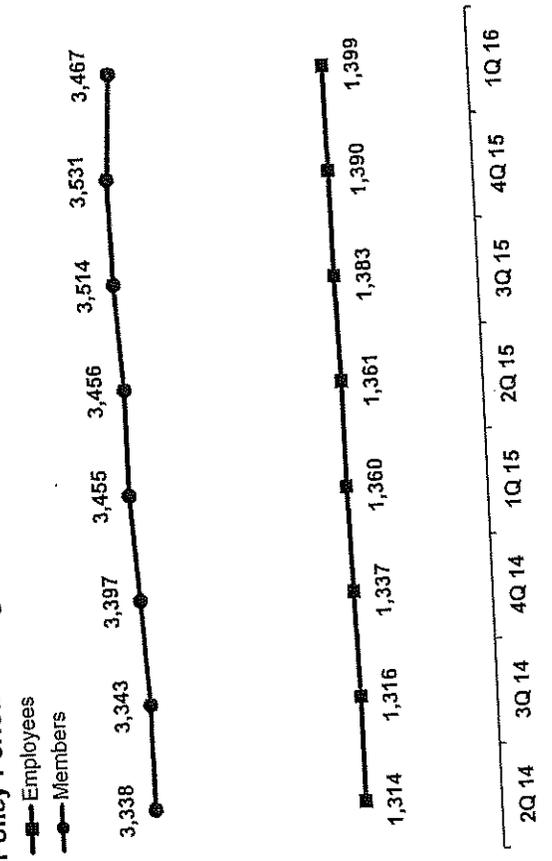
Rolling 12-Month Average Employees by Tier



Rolling 12-Month Average Employees by Plan Name



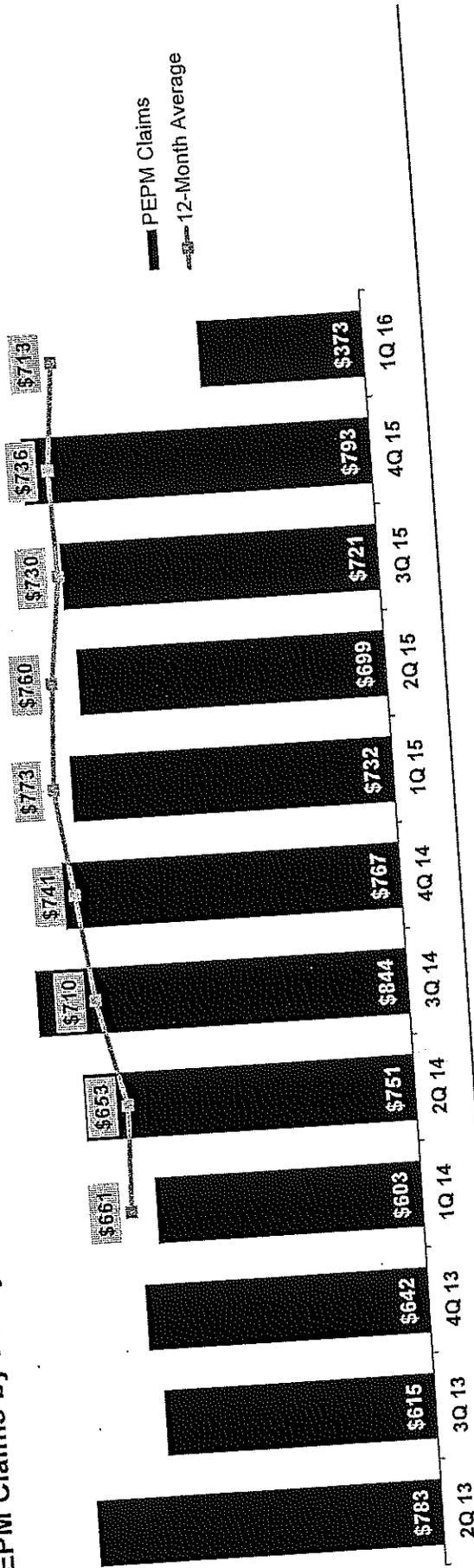
Policy Period Average Enrollment by Quarter



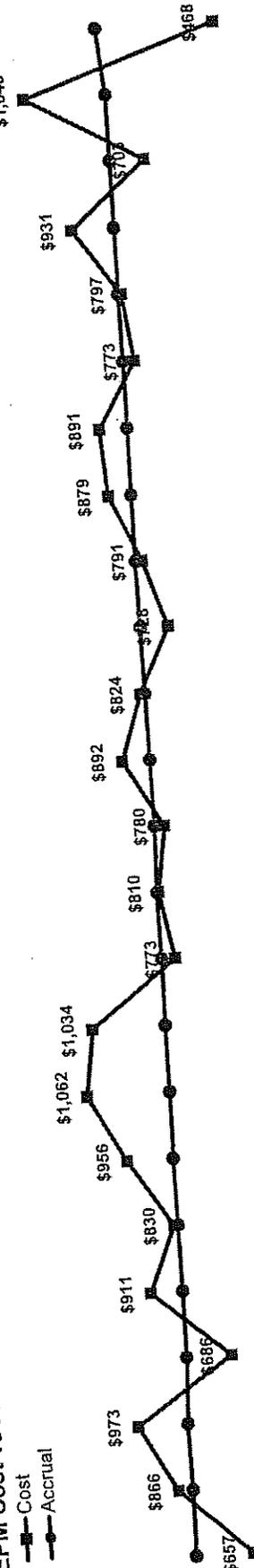
Claims Trending

Self Funded Medical

PEPM Claims by Policy Period Quarter



PEPM Cost vs Accrual



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Claims Summary

Self Funded Medical

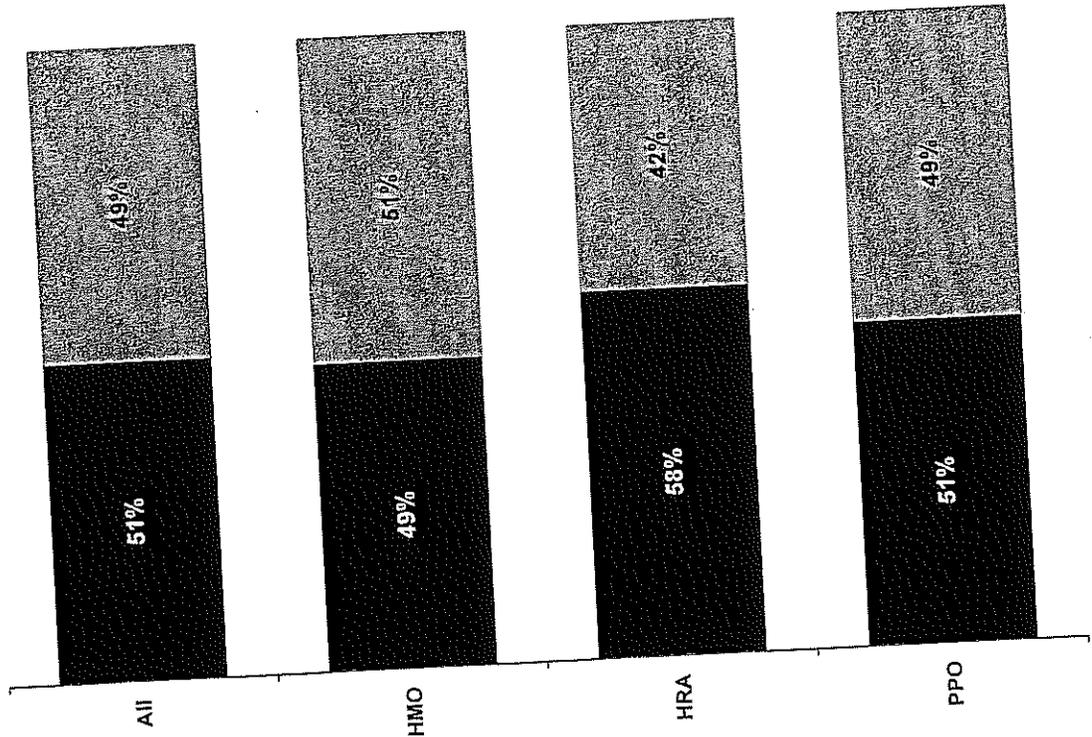
Plan Name	Location	Current Policy Period (Jan 16 - Jan 16)			Prior Policy Period (Jan 15 - Jan 15)						
		Lives	Medical	Drug	Total	PERM	Lives	Medical	Drug	Total	PERM
HMO	Home Office	227	\$52,721	\$27,098	\$79,819	\$352	229	\$127,449	\$34,655	\$162,104	\$708
HRA	Home Office	51	\$9,079	\$9,207	\$18,286	\$359	64	\$17,989	\$6,299	\$24,289	\$380
PPO	Home Office	244	\$42,282	\$36,526	\$78,809	\$323	219	\$125,505	\$79,702	\$205,207	\$937
		522	\$104,082	\$72,832	\$176,914	\$333	512	\$270,943	\$120,656	\$391,600	\$765
HMO	Manufacturing	270	\$36,277	\$29,902	\$66,179	\$245	260	\$123,703	\$20,047	\$143,750	\$553
HRA	Manufacturing	25	\$5,158	\$3,070	\$8,228	\$329	31	\$68,005	\$2,764	\$70,770	\$2,283
PPO	Manufacturing	178	\$74,837	\$27,420	\$102,257	\$574	170	\$55,987	\$19,381	\$75,368	\$443
		473	\$116,272	\$60,392	\$176,665	\$373	461	\$247,695	\$42,192	\$289,887	\$629
HMO	Distribution	35	\$21,192	\$1,331	\$22,523	\$644	31	\$53,128	\$111	\$53,239	\$1,717
HRA	Distribution	1	\$1	\$0	\$1	\$1	0	\$0	\$0	\$0	\$0
PPO	Distribution	17	\$386	\$362	\$749	\$44	13	\$7,932	\$190	\$8,122	\$625
		53	\$21,580	\$1,693	\$23,274	\$439	44	\$61,060	\$301	\$61,361	\$1,395
HMO	Management	33	\$11,389	\$2,921	\$14,310	\$434	24	\$42,168	\$735	\$42,903	\$1,788
HRA	Management	0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0	\$0
PPO	Management	108	\$20,554	\$9,546	\$30,101	\$279	98	\$48,857	\$9,449	\$58,306	\$595
		141	\$31,943	\$12,467	\$44,410	\$375	122	\$91,025	\$10,184	\$101,209	\$830
HMO	Sales Office A	107	\$18,380	\$12,318	\$30,698	\$287	108	\$11,992	\$5,211	\$17,203	\$159
HRA	Sales Office A	2	\$5	\$0	\$5	\$3	2	\$130	\$0	\$130	\$65
PPO	Sales Office A	66	\$59,682	\$2,262	\$61,944	\$939	58	\$17,265	\$36,064	\$53,328	\$919
		175	\$78,068	\$14,579	\$92,647	\$529	168	\$29,387	\$41,275	\$70,662	\$421
HMO	Sales Office B	22	\$1,607	\$3,183	\$4,789	\$218	17	\$1,171	\$1,249	\$2,420	\$142
HRA	Sales Office B	0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0	\$0
PPO	Sales Office B	1	\$324	\$0	\$324	\$324	1	\$0	\$0	\$0	\$0
		23	\$1,931	\$3,183	\$5,113	\$222	18	\$1,171	\$1,249	\$2,420	\$134
HMO	Sales Office C	5	\$773	\$944	\$1,717	\$343	21	\$1,718	\$1,802	\$3,520	\$168
HRA	Sales Office C	1	\$234	\$2	\$236	\$236	2	\$124	\$0	\$124	\$62
PPO	Sales Office C	6	\$529	\$687	\$1,216	\$203	14	\$2,548	\$2,092	\$4,640	\$331
		12	\$1,536	\$1,634	\$3,170	\$264	37	\$4,390	\$3,894	\$8,284	\$224
		1,399	\$355,413	\$166,780	\$522,193	\$373	1,362	\$705,672	\$219,752	\$925,423	\$679

Cost Comparisons

Self Funded Medical

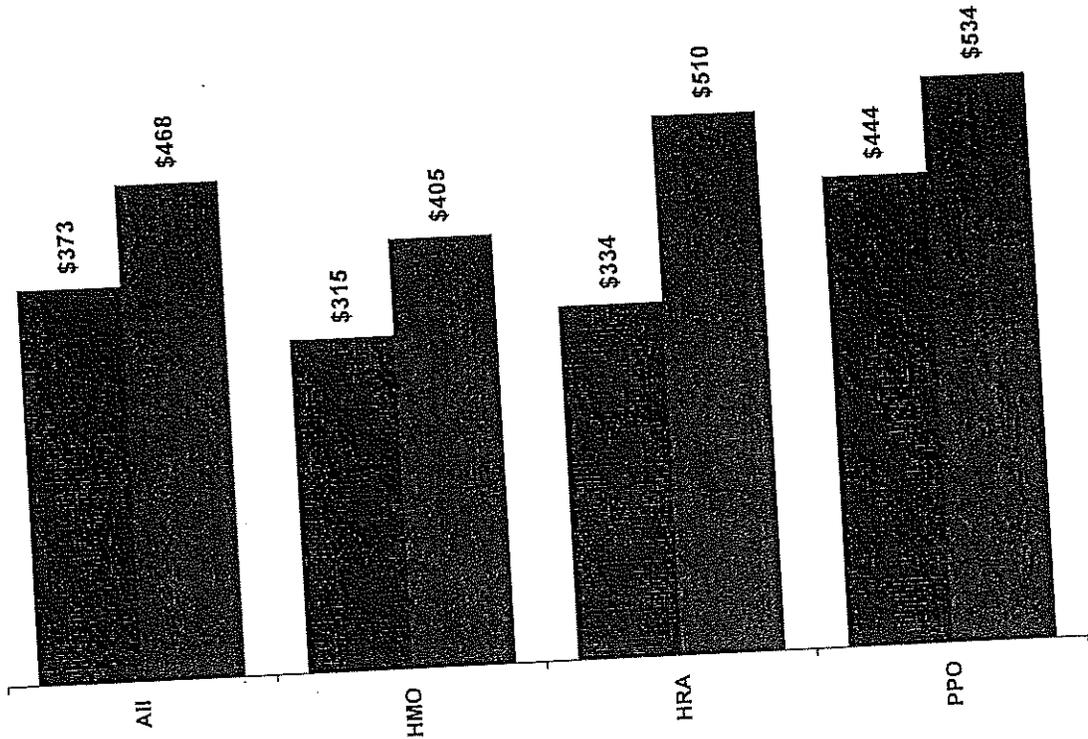
Policy Period Employer Cost Share

■ Employer Cost ■ Employee Cost



Policy Period PEPM Claims vs Cost

■ Claims ■ Total Cost



Cost Breakdown

Self Funded Medical

	Jan 16 - Jan 16		Jan 15 - Jan 15		% Change	
	Average	Total	Average	Total	Average	Total
Enrollment	1,399	1,399	1,362	1,362	2.7%	2.7%
Employees						
Claims						
Medical	PEPM	Total	PEPM	Total	PEPM	Total
	\$254	\$355,413	\$518	\$705,672	(51.0%)	(49.6%)
Drug	\$119	\$166,780	\$161	\$219,752	(26.1%)	(24.1%)
	\$0	\$0	\$0	\$0	0.0%	0.0%
Claims over ISL	\$373	\$522,193	\$679	\$925,423	(45.1%)	(43.6%)
Total Claims						
	PEPM	Total	PEPM	Total	PEPM	Total
	\$5	\$6,750	\$6	\$8,353	(21.3%)	(19.2%)
Funding						
HRA Fund	\$5	\$6,750	\$6	\$8,353	(21.3%)	(19.2%)
Total Funding						
	PEPM	Total	PEPM	Total	PEPM	Total
	\$48	\$67,152	\$48	\$65,376	0.0%	2.7%
Expenses						
Admin. Fees	\$36	\$50,770	\$36	\$49,427	0.0%	2.7%
Stop Loss Fees	\$6	\$8,454	\$10	\$13,311	(38.2%)	(36.5%)
ACA Fees	\$90	\$126,375	\$94	\$128,114	(4.0%)	(1.4%)
Total Expenses						
	PEPM	Total	PEPM	Total	PEPM	Total
	\$468	\$655,318	\$780	\$1,061,890	(39.9%)	(38.3%)
Cost Totals						
Total Cost	(\$232)	(\$324,359)	(\$225)	(\$306,081)	3.2%	6.0%
Employee Contributions	\$237	\$330,960	\$555	\$755,809	(57.4%)	(56.2%)
Employer Cost						
	PEPM	Total	PEPM	Total	PEPM	Total
	\$335	\$469,279	\$633	\$862,243	(47.0%)	(45.6%)
Large Claims						
Claims <\$50K	\$38	\$52,914	\$46	\$63,181	(18.5%)	(16.2%)
Claims \$50K+					0.0%	(16.2%)
# Claimants \$50K+						
Average per Claimant 50K+		1		\$63,181		

Expected Accrual Summary

Self Funded Medical

Plan Name	Location	Current Policy Period (Jan 16 - Jan 16)				Prior Policy Period (Jan 15 - Jan 15)					
		Lives	Total Cost	Accrual	Var. (\$)	%	Lives	Total Cost	Accrual	Var. (\$)	%
HMO	Home Office	227	\$100,338	\$170,157	\$69,819	59%	229	\$183,944	\$168,316	(\$15,328)	109%
HRA	Home Office	51	\$27,191	\$41,203	\$14,013	66%	64	\$35,709	\$50,114	\$14,405	71%
PPO	Home Office	244	\$100,831	\$206,512	\$105,681	49%	219	\$225,807	\$181,694	(\$44,113)	124%
		522	\$228,360	\$417,872	\$189,513	55%	512	\$445,160	\$400,124	(\$45,036)	111%
HMO	Manufacturing	270	\$90,778	\$176,572	\$85,794	51%	260	\$168,206	\$168,131	(\$75)	100%
HRA	Manufacturing	25	\$12,635	\$34,754	\$22,119	36%	31	\$76,301	\$39,493	(\$36,808)	193%
PPO	Manufacturing	178	\$118,278	\$198,789	\$80,511	59%	170	\$91,359	\$196,584	\$105,225	46%
		473	\$227,691	\$410,116	\$188,425	54%	461	\$335,866	\$404,208	\$68,342	83%
HMO	Distribution	35	\$25,656	\$24,882	(\$774)	103%	31	\$56,155	\$20,789	(\$35,366)	270%
HRA	Distribution	1	\$175	\$853	\$678	21%	0	\$0	\$10,466	\$1,121	89%
PPO	Distribution	17	\$2,248	\$12,660	\$10,412	18%	13	\$9,345	\$10,466	\$1,121	89%
		53	\$28,079	\$38,395	\$10,316	73%	44	\$65,500	\$31,255	(\$34,244)	210%
HMO	Management	33	\$17,337	\$24,977	\$7,639	69%	24	\$45,161	\$18,635	(\$26,526)	242%
HRA	Management	0	\$0	\$0	\$0	0%	0	\$0	\$0	\$0	0%
PPO	Management	108	\$39,838	\$98,704	\$58,866	40%	98	\$67,524	\$90,623	\$23,098	75%
		141	\$57,175	\$123,681	\$66,506	46%	122	\$112,685	\$109,257	(\$3,427)	103%
HMO	Sales Office A	107	\$40,329	\$76,667	\$36,338	53%	108	\$27,362	\$71,130	\$43,768	38%
HRA	Sales Office A	2	\$360	\$2,552	\$2,193	14%	2	\$487	\$2,475	\$1,988	20%
PPO	Sales Office A	66	\$67,824	\$51,809	(\$16,015)	131%	58	\$58,784	\$47,963	(\$10,821)	123%
		175	\$108,513	\$131,029	\$22,516	83%	168	\$86,634	\$121,569	\$34,935	71%
HMO	Sales Office B	22	\$6,756	\$13,805	\$7,049	49%	17	\$4,019	\$10,706	\$6,687	38%
HRA	Sales Office B	0	\$0	\$0	\$0	0%	0	\$0	\$0	\$0	0%
PPO	Sales Office B	1	\$413	\$874	\$460	47%	1	\$94	\$847	\$753	11%
		23	\$7,169	\$14,679	\$7,510	49%	18	\$4,113	\$11,553	\$7,440	36%
HMO	Sales Office C	5	\$2,170	\$3,784	\$1,614	57%	21	\$5,496	\$10,262	\$4,766	54%
HRA	Sales Office C	1	\$408	\$399	(\$8)	102%	2	\$481	\$1,045	\$564	46%
PPO	Sales Office C	6	\$1,754	\$4,849	\$3,095	36%	14	\$5,957	\$12,965	\$7,008	46%
		12	\$4,332	\$9,032	\$4,701	48%	37	\$11,933	\$24,272	\$12,338	49%
		1,399	\$655,318	\$1,144,603	\$489,486	57%	1,362	\$1,061,880	\$1,102,239	\$40,348	96%

Aggregate Claims Self Funded Medical

Fiscal Period Experience

Jul 15 - Jan 16		Claims				Claims vs Expected		Claims vs Maximum			Variance		
Month	Employees	Medical	Drug	IBL Adjustments	Total Claims	Expected Claims	Actual vs Expected (\$)	Actual vs Expected %	Maximum Claims	Actual vs Maximum (\$)	Actual vs Maximum %	Expected	Maximum
Jul-15	1,378	\$867,306	\$244,990	(\$21,601)	\$1,090,695	\$998,279	\$92,416	109.3%	\$1,247,849	(\$157,154)	87.4%	\$92,416	(\$157,154)
Aug-15	1,383	\$700,696	\$230,174	\$0	\$930,870	\$999,441	(\$68,571)	93.1%	\$1,249,301	(\$318,431)	74.5%	\$23,845	(\$475,585)
Sep-15	1,389	\$710,381	\$258,610	\$0	\$968,991	\$1,004,254	(\$35,263)	96.5%	\$1,255,318	(\$286,327)	77.2%	(\$11,418)	(\$761,912)
Oct-15	1,391	\$947,489	\$208,806	\$0	\$1,156,296	\$1,003,329	\$152,967	115.2%	\$1,254,161	(\$97,865)	92.2%	\$141,549	(\$859,777)
Nov-15	1,386	\$733,584	\$237,989	(\$135,903)	\$835,670	\$997,548	(\$161,878)	83.8%	\$1,246,935	(\$411,265)	67.0%	(\$20,329)	(\$1,271,042)
Dec-15	1,393	\$1,039,519	\$290,053	(\$15,229)	\$1,314,343	\$1,000,266	\$314,077	131.4%	\$1,250,332	\$64,011	105.1%	\$293,748	(\$1,207,031)
Jan-16	1,399	\$355,413	\$166,780	\$0	\$522,193	\$1,026,882	(\$504,689)	50.9%	\$1,283,602	(\$761,409)	40.7%	(\$210,941)	(\$1,968,440)
Total	9,719	\$5,354,387	\$1,637,403	(\$172,733)	\$6,819,058	\$7,029,999	(\$210,941)	97.0%	\$8,787,498	(\$1,968,440)	77.8%	(\$210,941)	(\$1,968,440)

Large Claims Self Funded

Claimants \$50K+ (Paid Feb-15 to Jan-16)

ID	Plan Name	Gender	Relation	Diagnosis	Jan-16	Claims over ISL	Claims after Adjustments
1	HRA	F	SP	Encounter For Antineoplastic Immunotherapy	\$410,718	(\$110,718)	\$300,000
2	PPO	F	CH	Scoliosis (And Kyphosis), Idiopathic	\$193,105	\$0	\$193,105
3	HMO	F	CH	Acute Lymphoid Leukemia, Without Mention Of Having Achieved Remission	\$162,406	\$0	\$162,406
4	HMO	M	EE	Malignant Neoplasm Of Cerebrum, Except Lobes And Ventricles	\$161,657	\$0	\$161,657
5	HMO	M	EE	Dermatomyositis	\$140,758	\$0	\$140,758
6	PPO	M	EE	Hypertensive Chronic Kidney Disease, Unspecified, With Chronic Kidney Disease Stage V Or End Stage Renal Disease	\$125,683	\$0	\$125,683
7	PPO	M	EE	Secondary Localized Osteoarthritis, Lower Leg	\$116,001	\$0	\$116,001
8	PPO	M	CH	Unspecified Epilepsy With Intractable Epilepsy	\$113,501	\$0	\$113,501
9	PPO	F	SP	Pharmacy	\$106,229	\$0	\$106,229
10	PPO	M	EE	Other Malignant Lymphomas Of Intra-Abdominal Lymph Nodes	\$98,455	\$0	\$98,455
11	HMO	F	SP	Malignant Neoplasm Of Upper-Outer Quadrant Of Female Breast	\$96,967	\$0	\$96,967
12	HMO	M	EE	Unspecified Tachycardia	\$89,944	\$0	\$89,944
13	PPO	F	SP	Acute (Transverse) Myelitis Nos	\$85,811	\$0	\$85,811
14	HMO	F	SP	Unspecified Systolic Heart Failure	\$83,281	\$0	\$83,281
15	PPO	F	SP	Intracerebral Hemorrhage	\$83,165	\$0	\$83,165
16	PPO	F	SP	Other And Unspecified Disc Disorder Of Lumbar Region	\$73,816	\$0	\$73,816
17	PPO	F	SP	Diabetes With Peripheral Circulatory Disorders, Type I [Juvenile Type], Not Stated As Uncontrolled	\$70,454	\$0	\$70,454
18	HMO	F	EE	Missing Or Unknown Diagnosis Code	\$68,442	\$0	\$68,442
19	PPO	M	EE	Lumbosacral Spondylosis Without Myelopathy	\$68,036	\$0	\$68,036
20	HMO	F	SP	Diabetes Mellitus Without Mention Of Complication, Type II Or Unspecified Type, Not Stated As Uncontrolled	\$65,620	\$0	\$65,620
21	HMO	M	EE	Spinal Stenosis Of Lumbar Region, Without Neurogenic Claudication	\$62,335	\$0	\$62,335
22	PPO	M	SP	Pharmacy	\$62,025	\$0	\$62,025
23	PPO	F	SP	Pharmacy	\$61,049	\$0	\$61,049
Total					\$2,599,458	(\$110,718)	\$2,488,740

Renewal Projection

Self Funded Medical

HMO		HRA		PPO	
PEPM	Total	PEPM	Total	PEPM	Total
	699		80		620

HMO		HRA		PPO	
PEPM	Total	PEPM	Total	PEPM	Total
	699		80		620

HMO		HRA		PPO	
PEPM	Total	PEPM	Total	PEPM	Total
	699		80		620

Projected Lives (Jan-16)

Experience (Feb 15 - Jan 16)

Lagged Lives (2 Months)

Total Claims

ISL Adjustments

Claims Net ISL Adjustments

Experience Period Weighting

693	\$5,280,495	580	\$5,781,577
\$0.00	\$0	\$0.00	\$0
\$629.53	\$5,280,495	\$777.09	\$5,781,577
	70%		70%

Experience (Feb 14 - Jan 15)

Lagged Lives (2 Months)

Total Claims

ISL Adjustments

Claims Net ISL Adjustments

Experience Period Weighting

674	\$5,329,909	515	\$6,482,054
\$0.00	\$0	\$0.00	\$0
\$635.42	\$5,329,909	\$871.24	\$6,482,054
	30%		30%

Combined Claims Experience

Annual Trend

Trending Months

Effective Trend

\$631.30	\$5,295,319	\$805.34	\$5,991,720
	8.0%		8.0%
	23		23
	15.9%		15.9%

Trended Claims

ACA Fees

Administration Fees (+1.5%)

Stop Loss Fees (+10.0%)

\$731.64	\$6,136,975	\$933.34	\$6,944,064
\$2.26	\$18,957	\$2.26	\$16,814
\$48.72	\$408,663	\$48.72	\$362,477
\$39.92	\$334,841	\$39.92	\$296,997

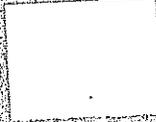
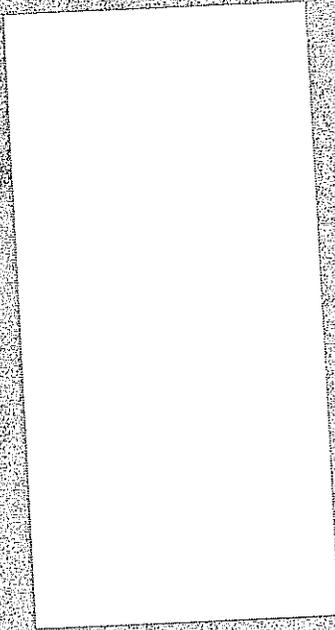
Projected Cost

Current Accrual

% Change in Current Accrual

\$822.54	\$6,899,435	\$1,024.24	\$7,620,352
\$702.21	\$5,890,134	\$926.12	\$6,890,362
	17.1%		10.6%

Medical Experience Detail
Sample Company, Inc.



Willis Towers Watson

Experience Detail

Self Funded Medical

Current Rolling 12-Month Experience

Feb 15 - Jan 16		Claims			Funding			Expenses			Cost Totals			Net Cost PERM		
Month	Employees	Medical	Drug	ISL Adjustments	Total Claims	Claims PERM	HRA Fund	Stop Loss Fees	Other Expenses	Total Expenses	Expenses PERM	Total Cost	Total Cost PERM	Employee Cost	Employer Cost	Net Cost PERM
Feb-15	1,357	\$872,055	\$202,509	\$0	\$1,074,564	\$792	\$8,016	\$49,246	\$78,398	\$127,643	\$94	\$1,210,223	\$892	(\$304,905)	\$905,318	\$667
Mar-15	1,362	\$825,872	\$160,133	\$0	\$986,006	\$724	\$8,016	\$49,427	\$78,697	\$128,114	\$94	\$1,122,135	\$824	(\$306,524)	\$815,611	\$599
Apr-15	1,358	\$605,347	\$247,761	\$0	\$853,108	\$628	\$8,016	\$49,282	\$78,455	\$127,737	\$94	\$988,862	\$728	(\$305,966)	\$682,895	\$503
May-15	1,361	\$764,029	\$176,235	\$0	\$940,264	\$691	\$8,016	\$49,391	\$78,629	\$128,020	\$94	\$1,076,299	\$791	(\$306,583)	\$769,716	\$566
Jun-15	1,363	\$669,216	\$192,178	\$0	\$1,061,394	\$779	\$8,016	\$49,463	\$78,444	\$128,208	\$94	\$1,197,618	\$879	(\$306,944)	\$890,674	\$653
Jul-15	1,378	\$867,306	\$244,990	(\$21,601)	\$1,090,695	\$792	\$8,016	\$50,008	\$79,611	\$129,619	\$94	\$1,228,330	\$891	(\$309,772)	\$918,557	\$667
Aug-15	1,383	\$700,696	\$230,174	\$0	\$930,870	\$673	\$7,763	\$50,189	\$79,900	\$130,089	\$94	\$1,068,721	\$773	(\$310,948)	\$757,773	\$548
Sep-15	1,389	\$710,381	\$258,610	\$0	\$968,991	\$688	\$7,763	\$50,407	\$80,246	\$130,653	\$94	\$1,107,407	\$797	(\$312,532)	\$794,876	\$572
Oct-15	1,391	\$947,489	\$208,806	\$0	\$1,156,296	\$831	\$7,763	\$50,479	\$80,362	\$130,841	\$94	\$973,804	\$703	(\$311,420)	\$662,384	\$478
Nov-15	1,386	\$733,584	\$237,989	(\$135,903)	\$835,670	\$603	\$7,763	\$50,298	\$80,073	\$130,371	\$94	\$1,453,220	\$1,043	(\$312,244)	\$1,140,976	\$819
Dec-15	1,393	\$1,039,519	\$290,053	(\$15,229)	\$1,314,343	\$944	\$7,847	\$50,552	\$80,478	\$131,030	\$94	\$655,318	\$468	(\$324,359)	\$330,960	\$237
Jan-16	1,399	\$355,413	\$166,780	\$0	\$522,193	\$373	\$6,750	\$50,770	\$75,606	\$126,375	\$90	\$13,376,837	\$810	(\$3,175,374)	\$9,651,463	\$584
Total	16,820	\$9,280,906	\$2,616,220	(\$172,733)	\$11,734,394	\$710	\$93,744	\$599,511	\$949,185	\$1,548,699	\$94					

Prior Rolling 12-Month Experience

Feb 14 - Jan 15		Claims			Funding			Expenses			Cost Totals			Net Cost PERM		
Month	Employees	Medical	Drug	ISL Adjustments	Total Claims	Claims PERM	HRA Fund	Stop Loss Fees	Other Expenses	Total Expenses	Expenses PERM	Total Cost	Total Cost PERM	Employee Cost	Employer Cost	Net Cost PERM
Feb-14	1,316	\$578,477	\$146,880	\$0	\$725,367	\$551	\$10,800	\$47,756	\$80,683	\$128,441	\$98	\$864,608	\$657	(\$280,198)	\$584,410	\$444
Mar-14	1,321	\$631,762	\$172,528	\$0	\$1,004,290	\$760	\$10,885	\$47,939	\$80,990	\$128,929	\$98	\$1,144,103	\$666	(\$280,478)	\$863,625	\$684
Apr-14	1,318	\$940,078	\$203,336	\$0	\$1,143,415	\$868	\$10,800	\$47,830	\$80,806	\$128,636	\$98	\$1,282,651	\$973	(\$280,233)	\$1,002,618	\$761
May-14	1,316	\$594,424	\$168,823	\$0	\$763,248	\$580	\$10,632	\$47,758	\$80,693	\$128,441	\$98	\$902,320	\$666	(\$277,774)	\$624,546	\$475
Jun-14	1,309	\$882,671	\$172,162	\$0	\$1,054,834	\$806	\$10,547	\$47,504	\$80,254	\$127,757	\$98	\$1,193,138	\$911	(\$276,397)	\$916,741	\$700
Jul-14	1,310	\$779,636	\$169,023	\$0	\$948,659	\$724	\$10,379	\$47,540	\$80,315	\$127,855	\$98	\$1,086,892	\$830	(\$277,190)	\$809,702	\$618
Aug-14	1,315	\$810,299	\$308,178	\$0	\$1,118,477	\$851	\$10,294	\$47,721	\$80,622	\$128,343	\$98	\$1,257,114	\$956	(\$278,268)	\$978,846	\$744
Sep-14	1,323	\$1,013,881	\$251,868	\$0	\$1,265,750	\$957	\$10,210	\$48,012	\$81,112	\$129,124	\$98	\$1,405,083	\$1,062	(\$279,013)	\$1,126,071	\$851
Oct-14	1,331	\$1,022,631	\$212,925	\$0	\$1,235,556	\$928	\$10,294	\$48,302	\$81,603	\$129,905	\$98	\$1,375,755	\$1,034	(\$280,204)	\$1,095,550	\$823
Nov-14	1,339	\$718,046	\$176,531	\$0	\$894,577	\$668	\$10,294	\$48,592	\$82,093	\$130,685	\$98	\$1,035,556	\$773	(\$280,897)	\$754,659	\$564
Dec-14	1,342	\$763,740	\$338,232	(\$156,826)	\$945,147	\$704	\$10,294	\$48,701	\$82,277	\$130,978	\$98	\$1,086,419	\$810	(\$281,930)	\$804,489	\$599
Jan-15	1,362	\$705,672	\$219,752	\$0	\$925,423	\$679	\$8,353	\$49,427	\$78,687	\$128,114	\$94	\$1,061,890	\$780	(\$306,081)	\$755,809	\$555
Total	15,902	\$9,641,318	\$2,540,249	(\$156,826)	\$12,024,740	\$756	\$123,783	\$577,084	\$970,123	\$1,547,207	\$97					

Other Expenses include: Admin. Fees and ACA Fees.

Experience Detail by Plan Name (HMO) Self Funded Medical

Current Rolling 12-Month Experience

Feb 15 - Jan 16		Claims				Funding			Expenses				Cost Totals			
Month	Employees	Medical	Drug	SL Adjustments	Total Claims	Claims PERM	HRA Fund	Stop Loss Fees	Other Expenses	Total Expenses	Expenses PERM	Total Cost	Total Cost PERM	Employee Cost	Employer Cost	Net Cost PERM
Feb-15	689	\$317,319	\$49,628	\$0	\$366,947	\$633	\$0	\$25,004	\$39,805	\$64,809	\$94	\$431,756	\$627	(\$135,777)	\$295,980	\$430
Mar-15	691	\$419,238	\$63,690	\$0	\$482,928	\$699	\$0	\$25,076	\$39,921	\$64,997	\$94	\$547,926	\$793	(\$136,745)	\$411,181	\$595
Apr-15	690	\$300,001	\$106,352	\$0	\$406,353	\$689	\$0	\$25,040	\$39,863	\$64,903	\$94	\$471,256	\$683	(\$135,447)	\$334,809	\$485
May-15	687	\$354,972	\$76,534	\$0	\$431,506	\$628	\$0	\$24,931	\$39,690	\$64,621	\$94	\$496,127	\$722	(\$135,369)	\$360,758	\$525
Jun-15	690	\$344,203	\$80,403	\$0	\$424,605	\$615	\$0	\$25,040	\$39,863	\$64,903	\$94	\$489,509	\$709	(\$135,643)	\$353,865	\$513
Jul-15	694	\$361,067	\$124,972	\$0	\$486,038	\$700	\$0	\$25,185	\$40,094	\$65,280	\$94	\$551,318	\$794	(\$136,504)	\$414,814	\$598
Aug-15	697	\$366,582	\$106,642	\$0	\$473,225	\$679	\$0	\$25,294	\$40,268	\$65,562	\$94	\$538,787	\$773	(\$137,057)	\$401,730	\$576
Sep-15	700	\$323,168	\$119,634	\$0	\$442,802	\$633	\$0	\$25,403	\$40,441	\$65,844	\$94	\$508,646	\$727	(\$137,803)	\$371,043	\$530
Oct-15	701	\$373,882	\$92,091	\$0	\$465,973	\$665	\$0	\$25,439	\$40,499	\$65,938	\$94	\$531,911	\$759	(\$137,899)	\$394,012	\$562
Nov-15	698	\$324,513	\$111,415	\$0	\$435,928	\$625	\$0	\$25,330	\$40,325	\$65,656	\$94	\$501,583	\$719	(\$137,172)	\$364,412	\$522
Dec-15	700	\$481,022	\$119,065	\$0	\$600,087	\$657	\$0	\$25,403	\$40,441	\$65,844	\$94	\$665,931	\$951	(\$137,308)	\$528,623	\$755
Jan-16	699	\$142,339	\$77,696	\$0	\$220,035	\$315	\$0	\$25,367	\$37,963	\$63,330	\$91	\$283,365	\$405	(\$145,656)	\$137,709	\$197
Total	9,335	\$4,106,306	\$1,128,122	\$0	\$5,236,428	\$628	\$0	\$302,513	\$479,174	\$781,687	\$84	\$6,018,115	\$722	(\$1,649,779)	\$4,368,336	\$524

Prior Rolling 12-Month Experience

Feb 14 - Jan 15		Claims				Funding			Expenses				Cost Totals			
Month	Employees	Medical	Drug	SL Adjustments	Total Claims	Claims PERM	HRA Fund	Stop Loss Fees	Other Expenses	Total Expenses	Expenses PERM	Total Cost	Total Cost PERM	Employee Cost	Employer Cost	Net Cost PERM
Feb-14	674	\$387,243	\$61,058	\$0	\$448,301	\$665	\$0	\$24,459	\$41,322	\$65,782	\$98	\$514,083	\$763	(\$127,691)	\$386,392	\$573
Mar-14	677	\$361,412	\$69,080	\$0	\$430,492	\$636	\$0	\$24,568	\$41,506	\$66,075	\$98	\$496,567	\$733	(\$127,774)	\$368,793	\$545
Apr-14	673	\$441,327	\$96,062	\$0	\$537,389	\$798	\$0	\$24,423	\$41,261	\$65,684	\$98	\$603,073	\$896	(\$127,261)	\$475,812	\$707
May-14	674	\$283,802	\$66,062	\$0	\$349,864	\$519	\$0	\$24,459	\$41,322	\$65,782	\$98	\$415,646	\$617	(\$126,391)	\$289,255	\$429
Jun-14	672	\$360,102	\$75,753	\$0	\$435,855	\$649	\$0	\$24,387	\$41,200	\$65,587	\$98	\$501,442	\$746	(\$125,762)	\$375,681	\$559
Jul-14	674	\$418,845	\$51,912	\$0	\$470,757	\$698	\$0	\$24,459	\$41,322	\$65,782	\$98	\$536,539	\$796	(\$126,030)	\$410,508	\$609
Aug-14	673	\$394,938	\$119,438	\$0	\$514,376	\$675	\$0	\$24,423	\$41,261	\$65,684	\$98	\$520,060	\$773	(\$125,757)	\$394,303	\$586
Sep-14	680	\$352,859	\$112,812	\$0	\$465,671	\$685	\$0	\$24,677	\$41,690	\$66,367	\$98	\$532,039	\$782	(\$126,455)	\$405,583	\$596
Oct-14	683	\$329,150	\$89,934	\$0	\$418,983	\$613	\$0	\$25,040	\$41,874	\$66,900	\$98	\$485,644	\$711	(\$127,191)	\$358,453	\$525
Nov-14	690	\$258,072	\$63,221	\$0	\$321,293	\$466	\$0	\$25,076	\$42,303	\$67,343	\$98	\$388,636	\$563	(\$128,060)	\$260,576	\$378
Dec-14	691	\$282,673	\$96,585	\$0	\$379,258	\$549	\$0	\$25,040	\$42,365	\$67,441	\$98	\$446,699	\$646	(\$128,304)	\$318,395	\$461
Jan-15	690	\$361,329	\$63,810	\$0	\$425,139	\$616	\$0	\$25,040	\$39,863	\$64,903	\$94	\$490,042	\$710	(\$135,881)	\$354,161	\$513
Total	9,151	\$4,117,750	\$855,627	\$0	\$5,137,377	\$630	\$0	\$265,800	\$497,292	\$783,091	\$87	\$5,930,468	\$728	(\$1,532,556)	\$4,397,912	\$540

Other Expenses include: Admin. Fees and ACA Fees.

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Experience Detail by Plan Name (HRA)

Self Funded Medical

Current Rolling 12-Month Experience

Funding		Claims			Expenses			Cost Totals				
Month	Employees	Medical	Drug	ISL Adjustments	Total Claims	Other Expenses	Total Expenses	Total Cost	Total Cost PEPM	Employee Cost	Net Cost PEPM	
Feb-15	95	\$69,374	\$23,861	\$0	\$93,235	\$5,488	\$8,936	\$110,187	\$1,160	(\$18,935)	\$91,252	\$961
Mar-15	95	\$97,414	\$17,415	\$0	\$114,829	\$5,488	\$8,936	\$131,781	\$1,387	(\$18,935)	\$112,846	\$1,188
Apr-15	95	\$82,246	\$19,846	\$0	\$102,092	\$5,488	\$8,936	\$119,044	\$1,253	(\$18,935)	\$100,109	\$1,054
May-15	95	\$109,786	\$13,053	\$0	\$122,839	\$5,488	\$8,936	\$139,791	\$1,471	(\$18,816)	\$120,975	\$1,273
Jun-15	95	\$112,138	\$16,137	\$0	\$128,275	\$5,488	\$8,936	\$145,227	\$1,529	(\$18,816)	\$126,412	\$1,331
Jul-15	95	\$81,449	\$25,479	(\$21,601)	\$85,327	\$5,488	\$8,936	\$102,279	\$1,077	(\$18,796)	\$83,484	\$879
Aug-15	92	\$67,463	\$12,754	\$0	\$80,218	\$5,488	\$8,936	\$96,634	\$1,050	(\$18,500)	\$78,134	\$849
Sep-15	92	\$101,465	\$17,782	\$0	\$119,248	\$5,315	\$8,654	\$135,664	\$1,475	(\$18,644)	\$117,020	\$1,272
Oct-15	92	\$98,435	\$27,816	\$0	\$126,250	\$5,315	\$8,654	\$142,667	\$1,551	(\$18,644)	\$124,022	\$1,348
Nov-15	92	\$116,999	\$25,629	(\$135,903)	\$6,725	\$5,315	\$8,654	\$23,142	\$252	(\$18,644)	\$4,497	\$49
Dec-15	93	\$69,745	\$32,967	(\$15,229)	\$87,483	\$5,315	\$8,654	\$104,078	\$1,119	(\$18,719)	\$85,359	\$918
Jan-16	80	\$14,478	\$12,279	\$0	\$26,757	\$3,375	\$8,748	\$40,768	\$510	(\$17,149)	\$23,619	\$295
Total	1,111	\$1,020,993	\$245,019	(\$172,733)	\$1,093,279	\$63,921	\$104,239	\$1,259,263	\$1,192	(\$23,534)	\$1,067,729	\$96

Prior Rolling 12-Month Experience

Funding		Claims			Expenses			Cost Totals				
Month	Employees	Medical	Drug	ISL Adjustments	Total Claims	Other Expenses	Total Expenses	Total Cost	Total Cost PEPM	Employee Cost	Net Cost PEPM	
Feb-14	128	\$21,321	\$24,245	\$0	\$45,567	\$7,848	\$12,493	\$68,860	\$538	(\$23,388)	\$45,472	\$355
Mar-14	129	\$94,252	\$30,942	\$0	\$125,194	\$7,909	\$12,590	\$148,669	\$1,152	(\$23,447)	\$125,222	\$971
Apr-14	128	\$81,611	\$27,891	\$0	\$109,502	\$7,848	\$12,493	\$132,796	\$1,037	(\$23,317)	\$109,479	\$855
May-14	126	\$69,221	\$30,870	\$0	\$100,091	\$7,725	\$12,298	\$123,020	\$976	(\$22,861)	\$100,159	\$795
Jun-14	125	\$106,947	\$22,946	\$0	\$129,893	\$7,664	\$12,200	\$152,640	\$1,221	(\$22,727)	\$129,912	\$1,039
Jul-14	123	\$75,575	\$36,970	\$0	\$112,545	\$7,541	\$12,005	\$134,928	\$1,097	(\$22,554)	\$112,373	\$914
Aug-14	122	\$136,486	\$118,626	\$0	\$255,092	\$7,480	\$11,907	\$277,293	\$2,273	(\$22,387)	\$254,906	\$2,089
Sep-14	121	\$129,840	\$70,810	\$0	\$200,650	\$7,418	\$11,810	\$222,670	\$1,840	(\$22,125)	\$200,544	\$1,657
Oct-14	122	\$165,093	\$22,750	\$0	\$187,842	\$7,480	\$11,907	\$202,273	\$1,658	(\$22,193)	\$180,080	\$1,476
Nov-14	122	\$156,723	\$23,349	\$0	\$180,072	\$7,480	\$11,907	\$197,461	\$1,335	(\$22,193)	\$175,268	\$1,141
Dec-14	122	\$86,620	\$31,524	(\$156,826)	\$31,718	\$7,480	\$11,907	\$112,978	\$1,141	(\$19,698)	\$93,280	\$942
Jan-15	99	\$86,249	\$9,064	\$0	\$95,313	\$5,720	\$9,312	\$112,978	\$1,206	(\$26,908)	\$86,070	\$842
Total	1,467	\$1,209,818	\$449,985	(\$156,826)	\$1,503,077	\$89,591	\$142,828	\$1,765,589	\$1,206	(\$26,908)	\$1,500,603	\$1,023

Other Expenses include: Admin. Fees and ACA Fees.

Experience Detail by Plan Name (PPO)

Self Funded Medical

Current Rolling 12-Month Experience

Month	Claims				Expenses			Cost Totals				
	Medical	Drug	ISL Adjustments	Total Claims	Stop Loss Fees	Other Expenses	Total Expenses	Total Cost	Total Cost PEPM	Employee Cost	Employer Cost	Net Cost PEPM
Feb-15 - Jan 16												
Feb-15	\$485,362	\$129,020	\$0	\$614,381	\$20,794	\$33,104	\$53,898	\$668,279	\$1,166	(\$150,193)	\$518,087	\$904
Mar-15	\$309,220	\$79,028	\$0	\$388,248	\$20,903	\$33,277	\$54,180	\$442,429	\$768	(\$150,844)	\$291,584	\$506
Apr-15	\$223,100	\$121,563	\$0	\$344,663	\$20,794	\$33,104	\$53,898	\$398,561	\$696	(\$150,584)	\$247,977	\$433
May-15	\$299,271	\$86,648	\$0	\$385,919	\$21,012	\$33,450	\$54,462	\$440,381	\$761	(\$152,398)	\$287,983	\$497
Jun-15	\$412,875	\$95,638	\$0	\$508,514	\$20,976	\$33,393	\$54,368	\$562,882	\$974	(\$152,485)	\$410,397	\$710
Jul-15	\$424,790	\$94,539	\$0	\$519,329	\$21,375	\$34,028	\$55,403	\$574,732	\$976	(\$154,473)	\$420,260	\$714
Aug-15	\$266,650	\$110,777	\$0	\$377,427	\$21,556	\$34,317	\$55,873	\$433,301	\$729	(\$155,391)	\$277,910	\$468
Sep-15	\$285,747	\$121,194	\$0	\$406,941	\$21,665	\$34,490	\$56,156	\$463,097	\$776	(\$156,285)	\$306,812	\$514
Oct-15	\$475,173	\$68,900	\$0	\$544,073	\$21,701	\$34,548	\$56,250	\$620,322	\$1,037	(\$156,633)	\$463,690	\$775
Nov-15	\$292,072	\$100,946	\$0	\$393,017	\$21,629	\$34,433	\$56,061	\$449,079	\$753	(\$155,604)	\$293,475	\$492
Dec-15	\$488,751	\$138,021	\$0	\$626,773	\$21,774	\$34,664	\$56,438	\$683,210	\$1,138	(\$156,218)	\$526,993	\$878
Jan-16	\$198,596	\$76,805	\$0	\$275,400	\$22,500	\$33,286	\$55,786	\$331,186	\$534	(\$161,554)	\$169,632	\$274
Total	\$4,167,608	\$1,243,079	\$0	\$5,410,687	\$256,679	\$406,094	\$662,773	\$6,067,460	\$858	(\$1,852,651)	\$4,214,799	\$596

Prior Rolling 12-Month Experience

Month	Claims				Expenses			Cost Totals				
	Medical	Drug	ISL Adjustments	Total Claims	Stop Loss Fees	Other Expenses	Total Expenses	Total Cost	Total Cost PEPM	Employee Cost	Employer Cost	Net Cost PEPM
Feb-14 - Jan 15												
Feb-14	\$169,912	\$61,587	\$0	\$231,499	\$18,653	\$31,513	\$50,166	\$281,665	\$548	(\$129,119)	\$152,545	\$297
Mar-14	\$376,098	\$72,505	\$0	\$448,603	\$18,689	\$31,574	\$50,264	\$498,867	\$969	(\$129,257)	\$369,610	\$718
Apr-14	\$417,140	\$79,384	\$0	\$496,524	\$18,762	\$31,697	\$50,459	\$546,983	\$1,058	(\$129,656)	\$417,327	\$907
May-14	\$241,401	\$71,892	\$0	\$313,293	\$18,726	\$31,636	\$50,361	\$363,655	\$705	(\$128,523)	\$235,132	\$456
Jun-14	\$415,623	\$73,463	\$0	\$489,085	\$18,580	\$31,390	\$49,971	\$539,056	\$1,053	(\$127,908)	\$411,148	\$803
Jul-14	\$285,216	\$60,141	\$0	\$365,357	\$18,617	\$31,452	\$50,068	\$415,426	\$810	(\$128,606)	\$286,820	\$559
Aug-14	\$338,895	\$70,115	\$0	\$409,010	\$18,871	\$31,881	\$50,752	\$459,761	\$884	(\$130,124)	\$329,638	\$634
Sep-14	\$531,183	\$66,246	\$0	\$599,428	\$18,943	\$32,003	\$50,947	\$650,375	\$1,246	(\$130,432)	\$519,943	\$996
Oct-14	\$528,388	\$70,342	\$0	\$628,730	\$19,089	\$32,249	\$51,337	\$680,068	\$1,293	(\$130,821)	\$549,247	\$1,044
Nov-14	\$303,251	\$89,961	\$0	\$393,212	\$19,125	\$32,310	\$51,435	\$444,647	\$844	(\$130,644)	\$314,003	\$596
Dec-14	\$394,448	\$210,124	\$0	\$604,572	\$19,197	\$32,433	\$51,630	\$656,202	\$1,240	(\$131,433)	\$524,769	\$992
Jan-15	\$258,094	\$146,878	\$0	\$404,972	\$20,794	\$33,104	\$53,898	\$459,870	\$801	(\$150,502)	\$308,368	\$538
Total	\$4,259,650	\$1,124,637	\$0	\$5,384,286	\$228,046	\$383,241	\$611,287	\$6,995,574	\$954	(\$1,677,024)	\$4,318,550	\$703

Other Expenses Include: Admin. Fees and ACA Fees.

Appendix

Disclaimer

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Reporting Periods

Current Policy Period: Jan 16 - Jan 16
Current Fiscal Period: Jul 15 - Jan 16
Rolling 12-Months: Feb 15 - Jan 16

XYZ WillisMed Client

Plan Insights and Efficiencies

Medical & Pharmacy Plan Performance Report

July 14, 2020

Data Parameters

Prior: Paid MONTH 20xx – MONTH 20xx

Current: Paid MONTH 20xx – MONTH 20xx

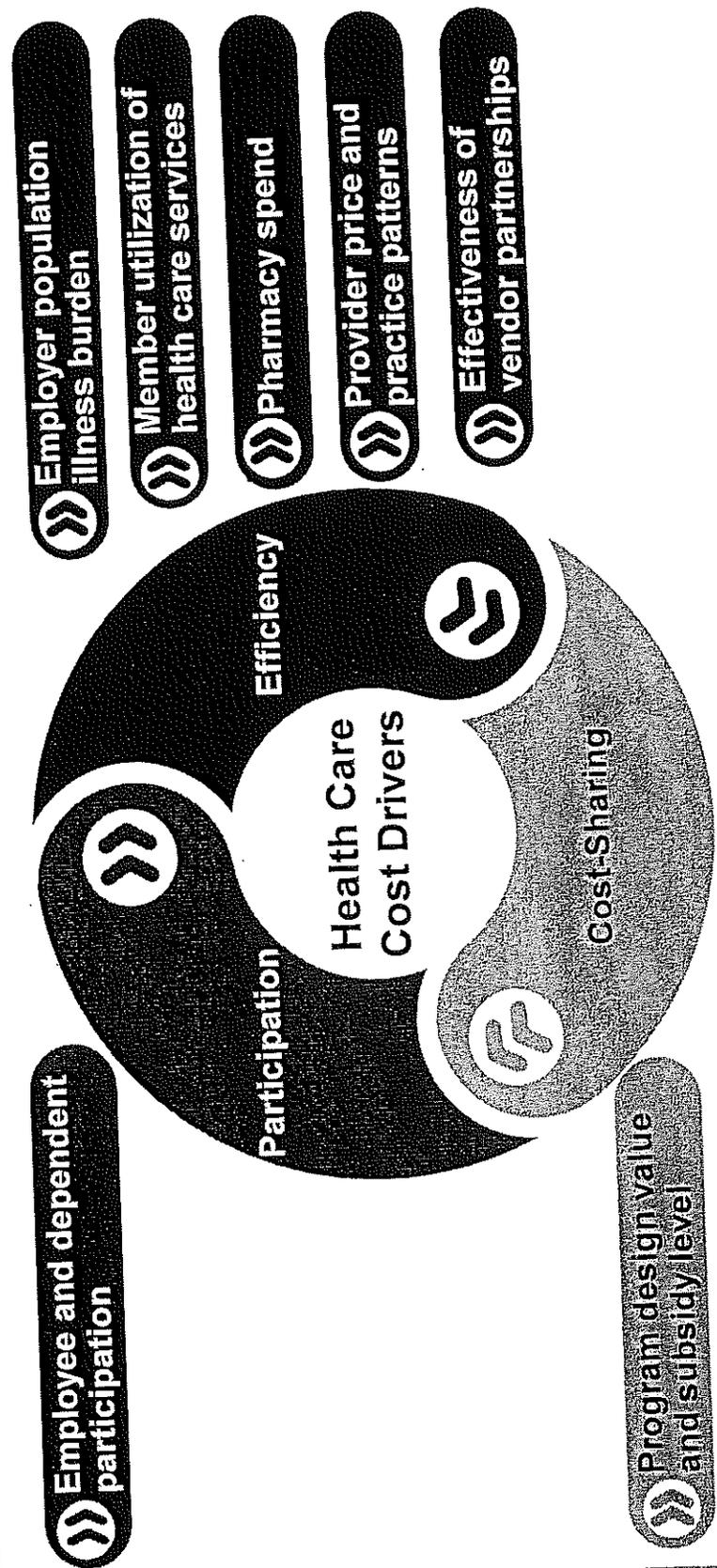
Benchmarks: National unadjusted

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Drivers of Variability in Health Care Spend



Why This Matters

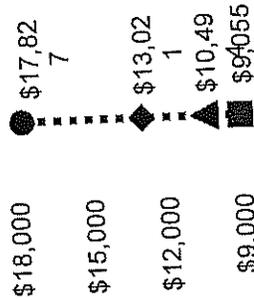
- Participation, efficiency, and cost sharing are the three levers an employer has to influence health care spend and utilization
- This report will provide a view into key metrics within each of the levers to identify opportunities for action

Influencing Factors for Health Care Spend

This dashboard provides a summary of factors influencing healthcare spend and opportunities that exist

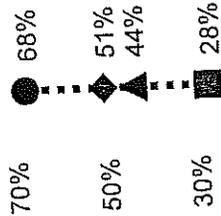
Medical & Pharmacy Plan Cost Variation

Active medical and drug plan cost is the total spend per covered employee per year (unadjusted)



- Low medical plan cost (10th %ile)
- Median plan cost (50th %ile)
- High medical plan cost (90th %ile)
- Client (based on claim data)

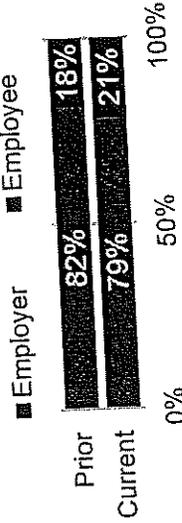
Medical Plan Dependent Participation



- Low dependent participation (10th %ile)
- Median dependent participation (50th %ile)
- High dependent participation (90th %ile)
- Client (based on claim data)

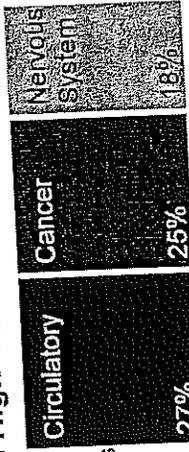
Medical & Pharmacy Cost Share

(premiums not included)

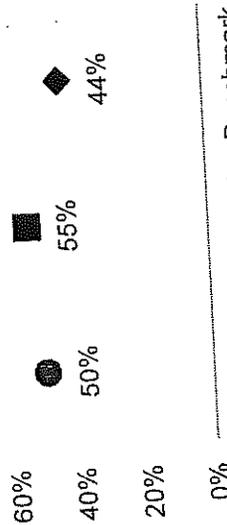


Medical High Cost Claimants (HCCs)

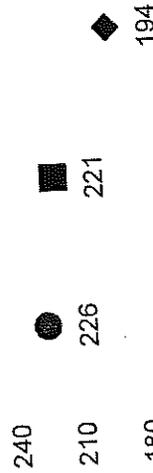
0.8% of members were HCCs (medical paid \geq \$100K)



Specialty Rx % of Pharmacy Paid



ER Visits per 1,000



Inpatient Admits per 1,000



Take Action

The insights provided throughout this analysis may be effectively addressed using a variety of actions

Mitigating Impact of High Cost Claimants (Medical and Pharmacy) on Trend

- Consider stop loss coverage and/or limits
- Promote use of biosimilars for available specialty drugs
- Create bundled pricing for episodes of care (maternity, orthopedic surgery)

Improving Clinical Outcomes

- Steerage to quality providers and/or COE
- Address network challenges for behavioral health care
- Implement required behavioral health office visit to reduce avoidable admission
- Promote clinical recommendations for appropriate care

Reducing Inappropriate or Unnecessary Care

- Redirect avoidable ER visits to lower care settings (urgent care, PCP, near site clinics, telemedicine)
- Implement opioid quantity limits to address behavioral health concerns
- Implement programs and/or plan designs to encourage conservative care prior to surgery (physical therapy, chiropractic)

Creating Plan Efficiency

- Radiology management program focused on reducing cost variations for high cost imaging (MRA, CT scans)
- Condition management programs (chronic, maternity, behavioral health)
- Targeted point solutions
- Promote immunizations

Demographics

How has the population changed?

1,704
Employees

Difference from Prior **▲2%**

3,062
Members

Difference from Prior **▼1%**

1.33
Risk Score

Difference from Benchmark **▲33%**

Key Insights

39

Average member age

Difference from Prior **▲1%**

Difference from Benchmark **▼9%**

1.8

Average family size

Difference from Prior **▼3%**

51%

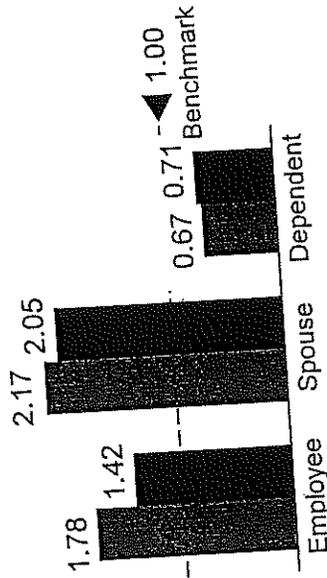
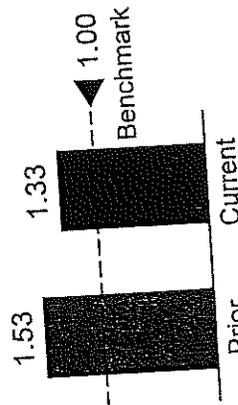
Female

Difference from Prior **▼0.2% pts**

Difference from Benchmark **▲1% pts**

Risk Score Health of the Population By Relationship

Overall



Why This Matters

- For every year your demographic profile gets older, costs increase by 1%
- The risk score is the measure of the population's health and is determined by age, gender, health care spend and underlying health conditions
- A risk score of 1.0 is the benchmark for an average population (e.g., a risk score of 1.10 means population is 10% more unhealthy and/or costly than average)

Plan Paid Financials

How is medical and pharmacy trending?

\$377 Medical PMPM
 Difference from Prior ∇ 11%
 Difference from Benchmark \blacktriangle 31%

\$110 Pharmacy PMPM
 Difference from Prior \blacktriangle 19%
 Difference from Benchmark \blacktriangle 27%

21% Member Cost Share
 Difference from Prior \blacktriangle 3% pts

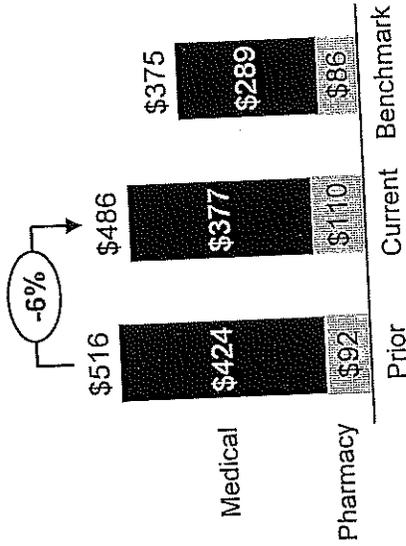
Key Insights

\$13.8M Medical paid
 Difference from Prior ∇ 12%

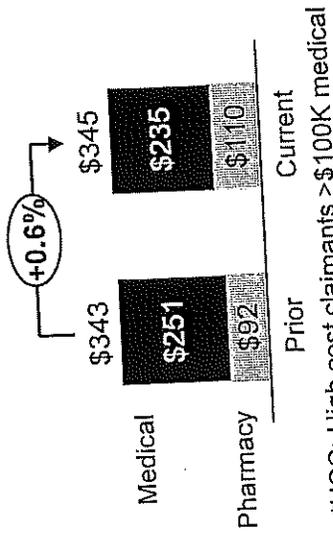
\$4M Pharmacy paid
 Difference from Prior \blacktriangle 17%

38% Medical paid attributable to HCCs*
 Difference from Prior ∇ 3% pts

PMPM Trend



PMPM Trend Excluding HCCs*



Why This Matters

- Healthcare costs varies substantially and employers understanding of contributing factors are important
- HCC are an increasing proportion of today's medical trend and require an appropriate response

*HCC: High cost claimants \geq \$100K medical

Pharmacy Cost Drivers

What is driving pharmacy trend?

55% of pharmacy spend is driven by specialty spend

Difference from Prior **▲ 5% pts**
 Difference from Benchmark **▲ 11% pts**

Key Insights

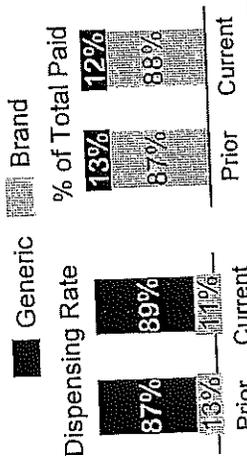
\$110 Paid PMPM
 Difference from Prior **▲ 19%**
 Difference from Benchmark **▲ 27%**

89% Generic dispensing rate
 Difference from Prior **▲ 1% pts**
 Difference from Benchmark **▲ 7% pts**

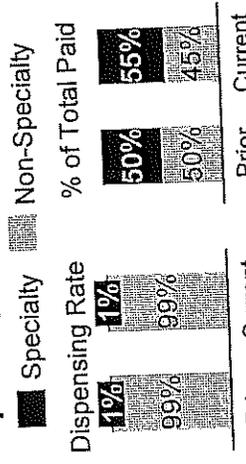
14% Member cost share
 Difference from Prior **▼ 0.3% pts**

Rebates are not included in pharmacy detail

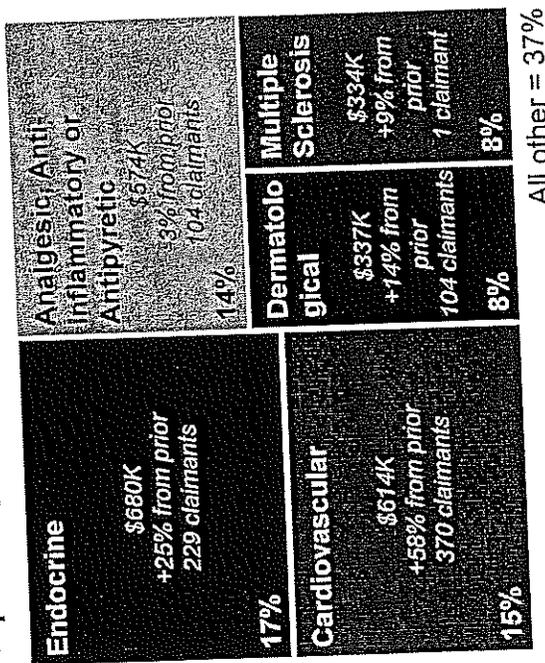
Generic vs. Brand



Specialty vs. Non-Specialty



Top Therapeutic Classes by Paid Amount



Why This Matters

- Specialty spend expected to exceed 50% of pharmacy spend in the next few years
- Biosimilars are available for some specialty drugs, promoting use of biosimilars will help reduce pharmacy spend

Medical Cost Drivers

What conditions are driving medical trend?

The top 5 conditions account for **59%** of medical spend

Key Insights

23%

of spend was for surgery

Difference from Prior **▲ 5% pts**

6%

of spend was for office visits

Difference from Prior **▲ 0.1% pts**

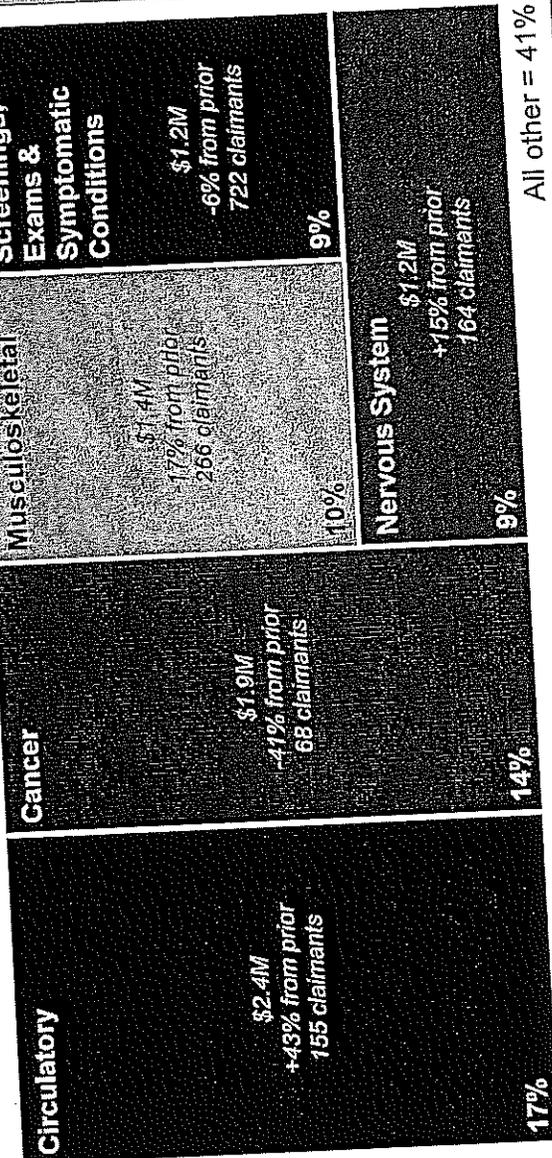
10%

of spend was for radiology

Difference from Prior **▼ 0.6% pts**

Difference from Prior **▲ 0.6% pts**

Top Conditions by Paid Amount



Why This Matters

- Cancer, circulatory, and musculoskeletal are typically top cost drivers across industries regardless of size, with a higher prevalence in an older population
- Steerage to quality providers and/or COEs will impact outcomes and spend

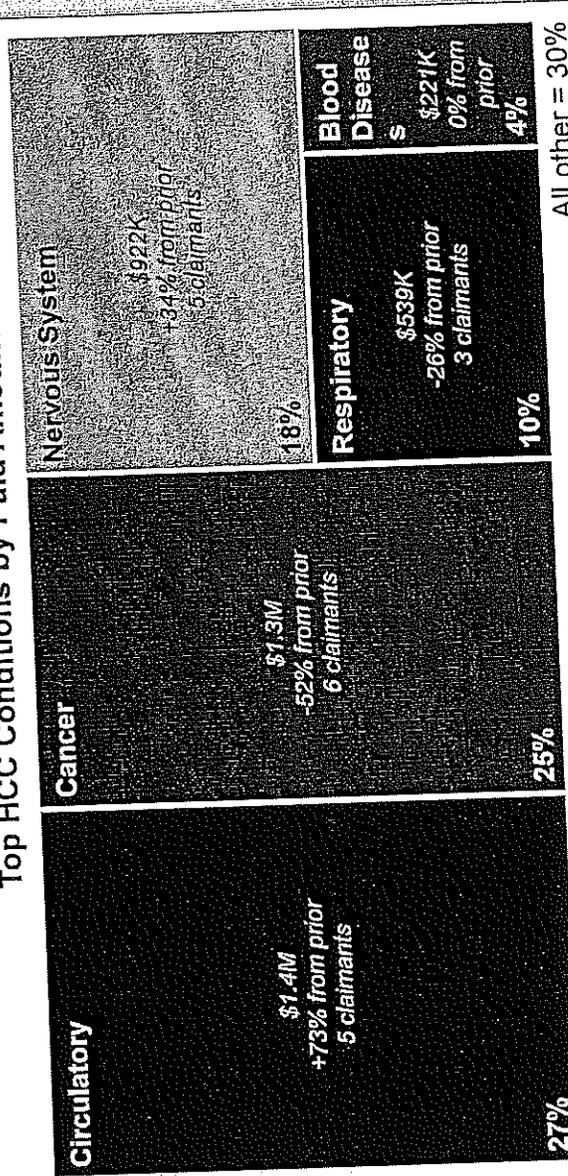
Medical High Cost Claimants (HCC = ≥ \$100K Paid)

How do HCCs impact spend and utilization?

\$5.2M or 38% of paid amount was for HCCs

Difference from Prior
▼ 8%

Top HCC Conditions by Paid Amount



Why This Matters

- In a given year, HCCs are a small portion of the population that is responsible for a large portion of health care spend
- The impact of HCCs on medical trend has become significant and can influence stop loss coverage

Key Insights

0.9%

or 25 claimants were medical HCCs

Difference from Prior
▼ 0.2% pts

8

Claimants are repeat HCC members from the prior period

\$208K

Average paid per HCC

Difference from Prior
▼ 3%

Opportunity: Emergency Room (ER)

Are there opportunities to improve ER rates?

221 ER visits per 1,000

Difference from Prior **▼ 2%**
 Difference from Benchmark **▲ 14%**

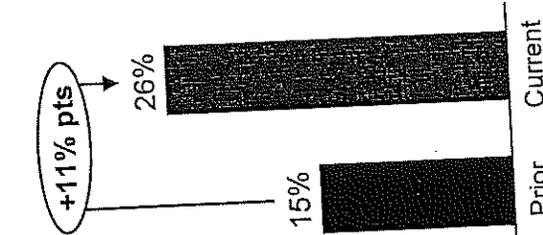
Key Insights

\$1,325 Average paid per ER visit
 Difference from Prior **▼ 31%**
 Difference from Benchmark **▼ 22%**

\$897K ER paid
 Difference from Prior **▼ 33%**

\$235K Avoidable ER paid
 Difference from Prior **▲ 18%**

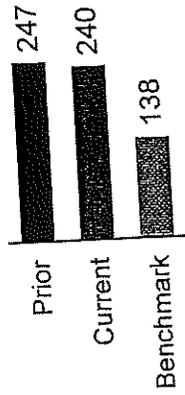
Percent Avoidable ER Visits



Top Avoidable ER Visits by Diagnosis

- DME
- Complication
- Fatigue
- Low Back Pain
- Other Connective Tissue Disease
- Headache

Urgent Care Visits per 1,000



PCP Visits per 1,000



Why This Matters

- Avoidable ER visits are better served in settings of care such as urgent care centers, PCP offices, near site clinics, and/or through telemedicine
- Consider steorage strategies to right setting of care

Opportunity: Behavioral Health (BH)

How does behavioral health impact the population?

828 or 27% of members are identified as having a behavioral health diagnosis and/or script

Difference from Prior **▲ 9%**

Key Insights

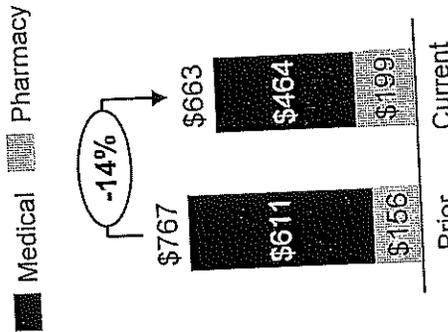
\$18 Total (med+Rx) paid PMPM behavioral health*
Difference from Prior **▼ 12%**

9% of behavioral health medical paid was out-of-network
Difference from Prior **▼ 4%** pts

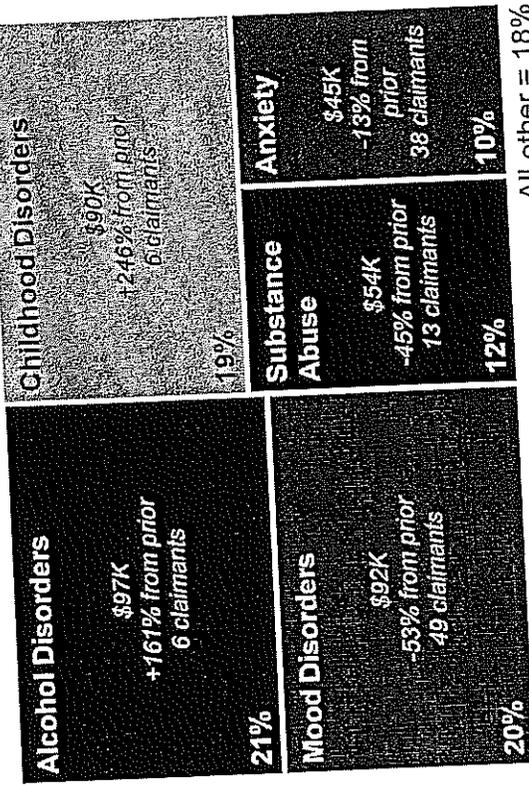
4% of claimants had ≥ 6 opioid scripts in 12 months
Difference from Prior **▼ 0.8%** pts

*BH identification based on ≥ 1 antidepressant/anti-anxiety medication dispensed

Total Paid Behavioral Health (\$ in 1,000s)



Top Behavioral Health Diagnoses by Medical Paid



Why This Matters

- BH incidences are increasing and requires a specialized response
- High OON use relative to other services creates higher member share
- Consider addressing challenges to provider access and/or implement opioid quantity limits

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Service Categories

Where is spend coming from?

74% Utilized the Medical Benefit

61% Utilized the Pharmacy Benefit

Difference from Prior **▼ 0.9% pts**

Difference from Prior **▼ 2% pts**

Service Categories by Paid Amount

Key Insights

Inpatient admits for mental health/ substance abuse dropped by **14%** from the prior period

Outpatient surgery costs grew by **9%** from the prior period

Radiology costs dropped by **11%** from the prior period

Outpatient
Facility same day

\$145 PMPM
-19% from prior

30%

Professional
Physician visit/lab/radiology

\$120 PMPM
-0.8% from prior

25%

Inpatient
Overnight hospital stay

\$111 PMPM
-12% from prior

23%

Pharmacy
Script dispensed under pharmacy benefit

\$110 PMPM
+19% from prior

23%

Why This Matters

- Medical spend is largely driven by inpatient (HCCs) and outpatient (surgeries) utilization
- Specialty drugs drive pharmacy benefit spend

Inpatient Detail

What is driving inpatient trend?

47 admits per 1,000

Difference from Prior ▼ 14% Difference from Benchmark ▲ 1%

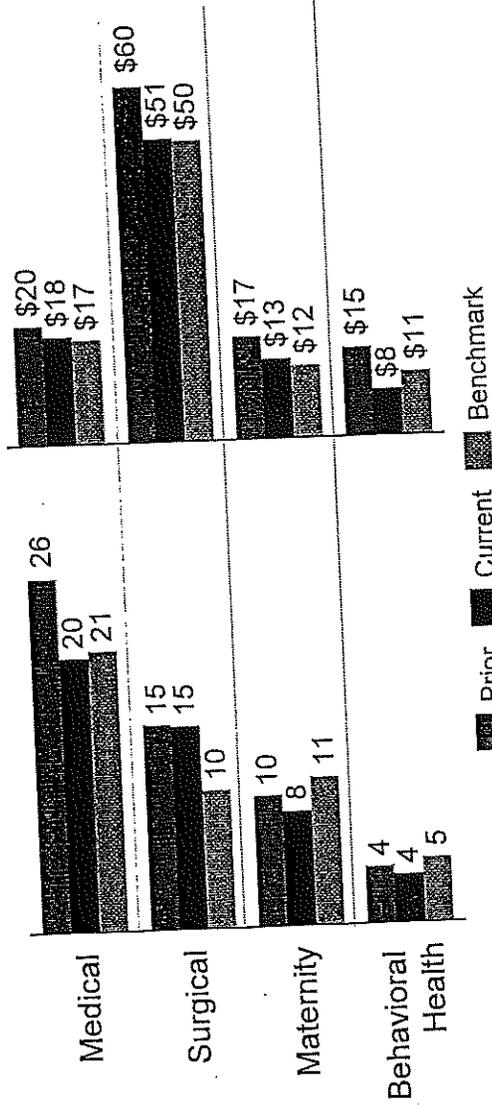
Key Insights

\$27K Average paid per admit
 Difference from Prior ▼ 10%

3.9 Average length of stay
 Difference from Prior ▼ 13%
 Difference from Benchmark ▼ 6%

Average Paid per Admit (\$ in 1,000s)

Admits per 1,000



Why This Matters

- Surgical admits are typically planned admissions and have the greatest potential for steerage to the right provider based on cost and quality
- Behavioral health admits require a follow-up office visit to help reduce the chances of another avoidable admit

Outpatient Detail

What is driving outpatient trend?

43% of outpatient spend is from ER, surgeries and radiology

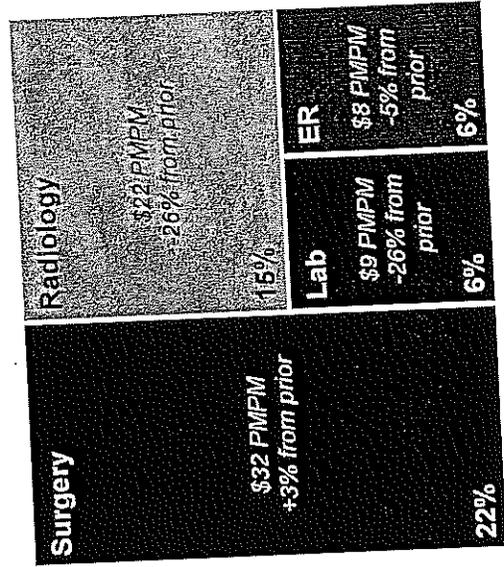
Key Insights

31% Decrease in unit price per ER visit
 Difference from Benchmark **▼ 22%**

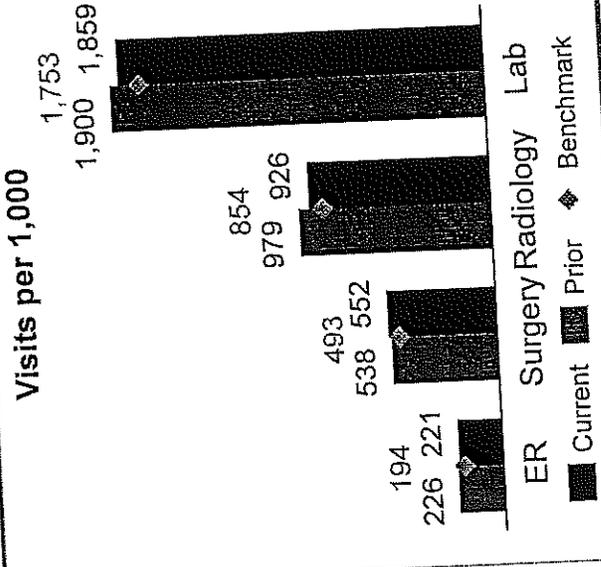
12% Increase in unit price per surgery
 Difference from Benchmark **▲ 73%**

11% Decrease in the unit price per radiology
 Difference from Benchmark **▲ 26%**

Top Services by Paid Amount



All other = 51% (e.g., DME, skilled nursing facility)



Why This Matters

- Outpatient spending growth is typically driven by unit price, and secondarily by utilization
- Radiology management programs focus on reducing unnecessary cost variation for high cost imaging (e.g., MRIs and CT scans)
- Consider steeraage strategies to improve right provider and right setting of care

Professional Detail

What is driving professional trend?

20% of professional spend is from office visits

Key Insights

0.1% Increase in PCP office visits per 1,000

Difference from Benchmark **▲ 26%**

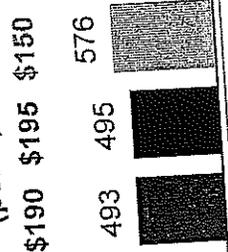
9% Decrease in specialist office visits per 1,000

Difference from Benchmark **▲ 3%**

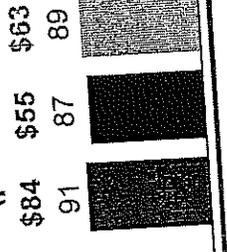
5% Decrease in behavioral health visits per 1,000

Difference from Benchmark **▲ 3%**

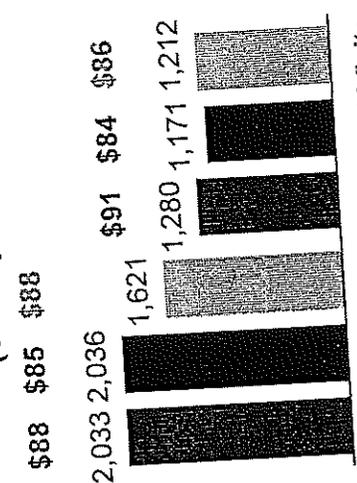
Preventive Care Visits (per 1,000)



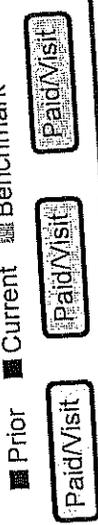
Behavioral Health Visits (per 1,000)



PCP vs. Specialist (Visits per 1,000)



PCP Visits Specialist Visits



Why This Matters

- Rising average prices are the primary factor behind increases in professional spending, while an uptick in utilization typically has a secondary impact
- An increase in preventive visits and behavioral health visits will help reduce avoidable ER visits and avoidable inpatient hospitalizations

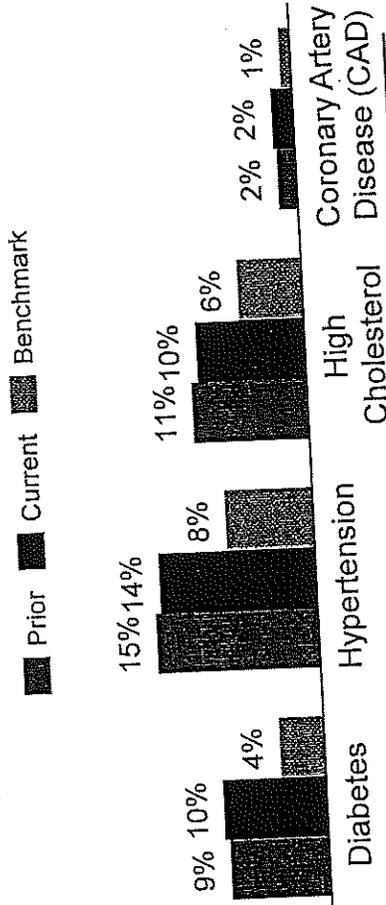
Adult Chronic Conditions

How do chronic adults impact spend and utilization?

25% or 638 adults have a chronic condition (conditions include: diabetes, hypertension, high cholesterol and coronary artery disease)

Difference from Prior
▲ 0.5% pts

Prevalence and Average Paid Per Claimant



Paid per Claimant	\$8,844	\$12,792	\$5,216	\$41,758
Benchmark	\$9,290	\$7,994	\$6,110	\$22,759

Why This Matters

- In the US, chronic disease burden and costs continue to rise for adults
- Actions employers may implement or review for efficacy are: condition management programs, targeted point solutions, and communications to promote clinical recommendations for care

Key Insights

74% of diabetics haven't gotten their HbA1c checked 2x/yr

Difference from Benchmark ▲ 6% pts

4% of hypertension claimants haven't seen a doctor in 12mo

Difference from Benchmark ▲ 1% pts

27% of CAD claimants haven't gotten their lipid test checked 1x/yr

Difference from Benchmark ▲ 0.9% pts

Preventive Care

Are members receiving age-gender appropriate preventive care?

43% of targeted members have received at least one recommended preventive care service

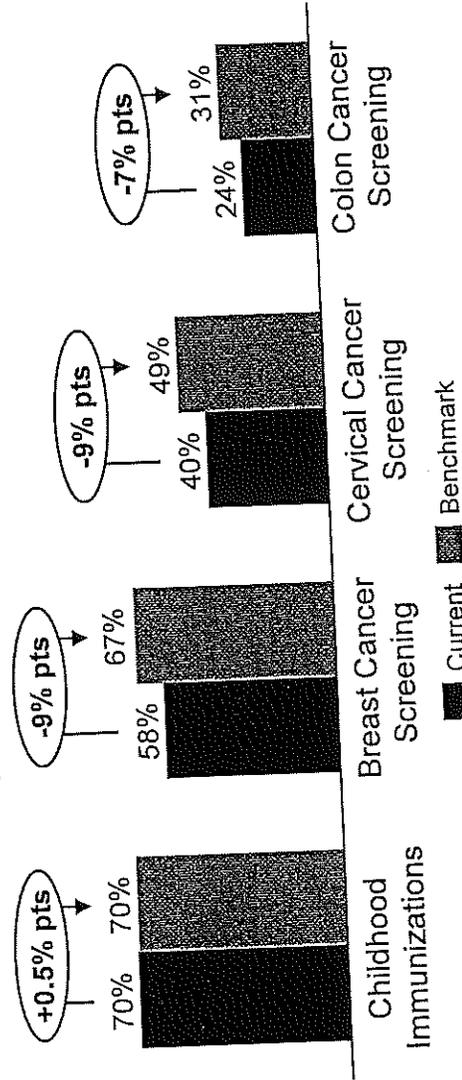
Key Insights

39% of employees had a cervical cancer screening (vs. 48% of spouses)

57% of employees had a breast cancer screening (vs. 61% of spouses)

22% of males had a colon cancer screening (vs. 27% of females)

Preventive Care Compliance



Immunizations: At least one well child visit in the last 12 months for members 17 and younger
 Breast: At least one mammogram in the last 24 months for females between 50 and 74
 Cervical: At least one pap smear in the last 24 months for females 20 and older
 Colon: At least one colorectal screening in the last 24 months for members 50 and older.

Why This Matters

- Immunizations are the one area of prevention that actually lowers cost
- Preventive cancer screenings may improve outcomes

Key Takeaways and Next Steps

- Client team to customize or remove slide

Appendix

Benchmarks

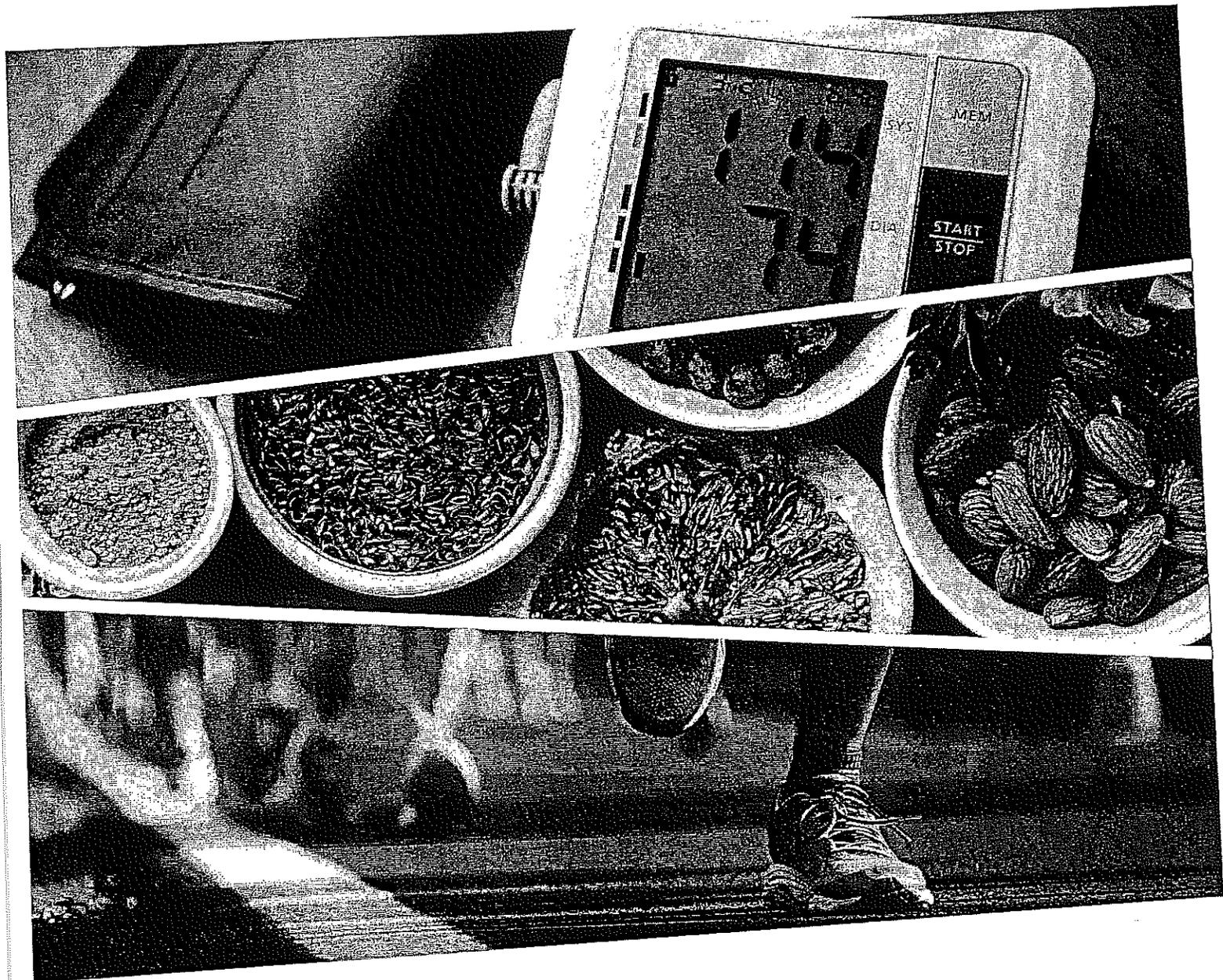
- Benchmarks are provided based on available metrics
- Benchmarks are national and unadjusted
- The Benchmark database is derived using the IBM Health MarketScan® Commercial Claims and Encounters Database containing demographic, enrollment and claims experience from nearly 30.7 million lives in a cross-section of experience

Notes

- Medical and pharmacy claim data is sourced from Cotiviti data warehouse
 - Paid amounts are not adjusted for stop loss or pharmacy rebates
 - As commonly seen, each medical carrier, pharmacy carrier, and/or data warehouse vendor may have slightly different methodologies for calculating certain metrics. Typically, the differences are not material and results do not change directionally.
- Financial Benchmark Survey (FBS) data is used to source the Medical Plan Cost Variation and Medical Plan Dependent Participation on the Influencing Factors for Health Care Spend slide

Appendix E. Communication Pieces

On the pages that follow are sample communication pieces. Additional samples can be viewed at:
<http://online.flipbuilder.com/ctow/rapa/mobile/index.html#p=1>.



A Guide to Your Benefits

20XX

ABC
COMPANY



Enrolling in Your Benefits

-  Go to URL
-  Register or log in
-  Begin the benefits enrollment process
-  Elect the benefits you want
-  Save or submit your elections
-  Print a copy of your elections for your records

Table of Contents

- XX Benefit basics
- XX Eligibility
- XX Medical and pharmacy plan
- XX Savings accounts
- XX Dental plan
- XX Vision plan
- XX Life insurance and disability
- XX Voluntary plans
- XX Additional benefits
- XX 401(k) retirement savings plan
- XX Benefit costs
- XX Glossary
- XX Contact information

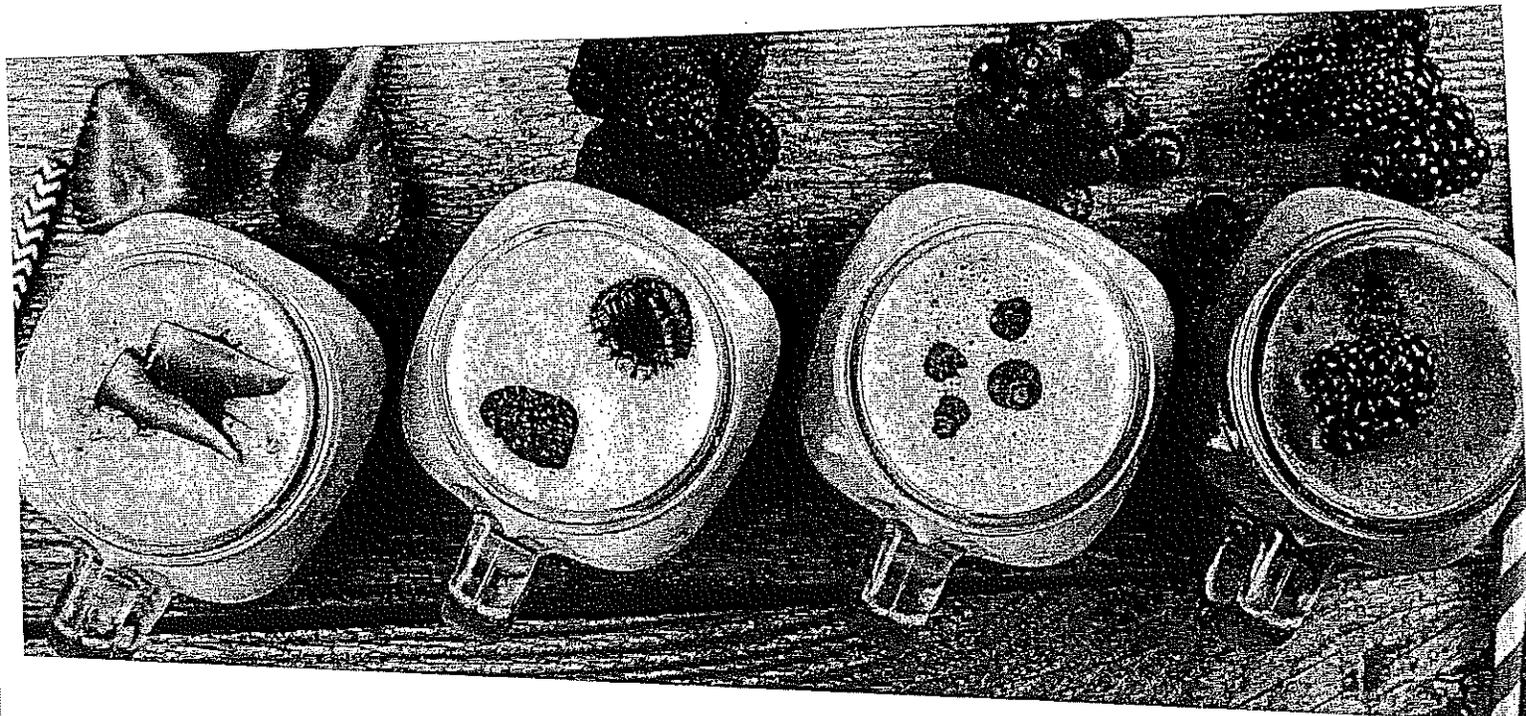
Your Company benefits

We understand the important role that benefits play in the lives of you and your family. As a new hire and then annually during open enrollment in the fall, you have an opportunity to make changes to your benefits package to ensure you and your family have the right coverage.

This benefits guide can help familiarize you with Company's benefit options. It also provides useful tips, tools and resources to help you think through your options and make wise decisions. As you prepare to enroll:

- Consider your benefit coverage needs for the upcoming year. For example, is your family financially protected if you can't work due to an accident or illness?
- Consider other available coverage.
- Gather information you'll need. If you are covering dependents, you will need their dates of birth and Social Security numbers. In addition, you may need to provide legal documentation verifying their eligibility — such as a marriage license or birth certificate.

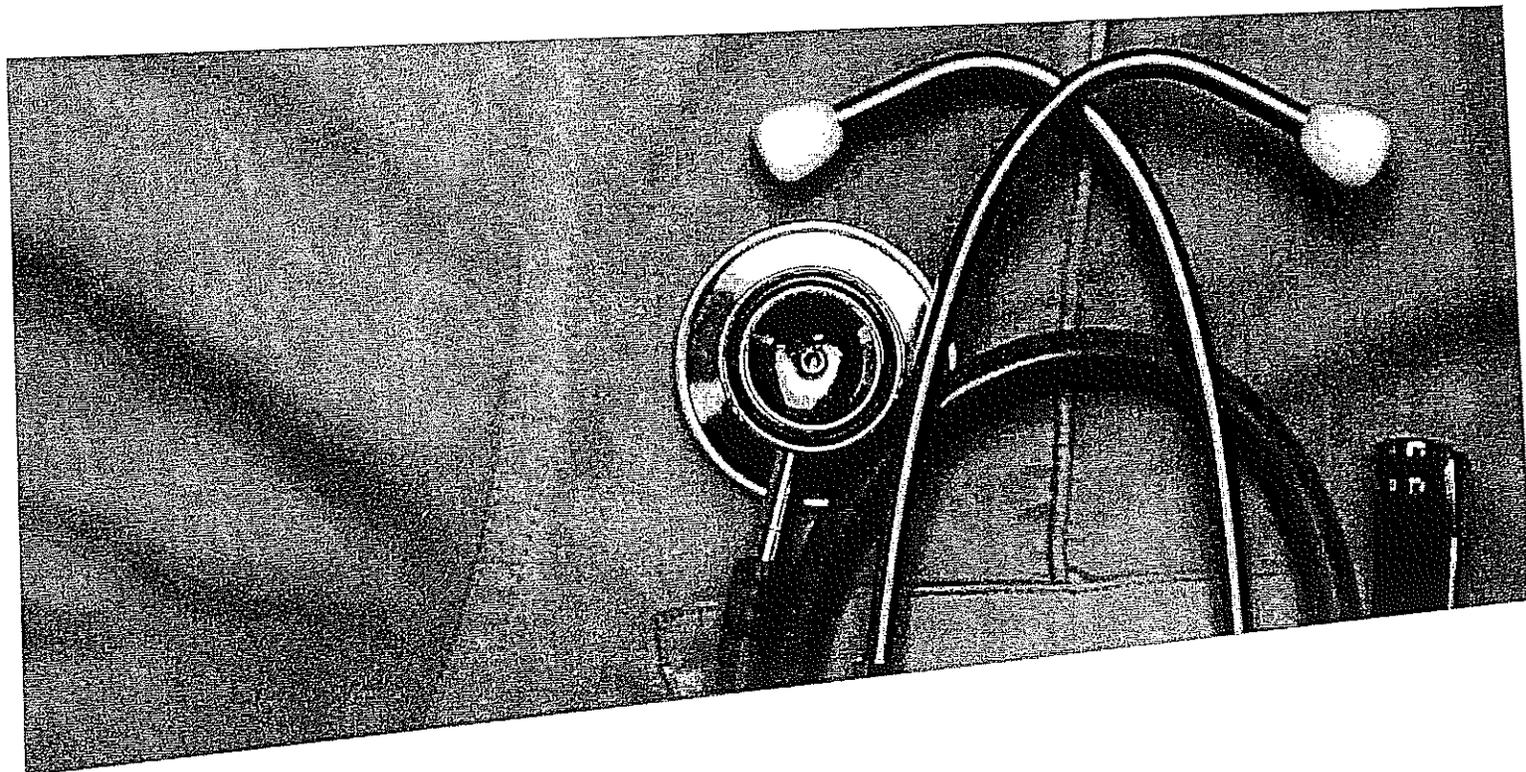
Getting the most value from your benefits depends on how well you understand your plans and how you choose to use them. Be sure to read this entire guide for important information about your benefit options.



Benefit basics

The company pays for some of your benefits and you share the cost for others, as shown here.

Benefit	Tax Treatment	Who Pays
Medical and Pharmacy	Pretax	Company & You
Dental	Pretax	Company & You
Vision	Pretax	Company & You
Health Savings Account	Pretax	Company & You
Flexible Spending Accounts	Pretax	You
Basic Life and Accidental Death & Dismemberment (AD&D) Insurance	After-tax	Company
Voluntary Life and AD&D Insurance	After-tax	You
Short-Term Disability	After-tax	Company
Long-Term Disability	After-tax	Company
Accident Insurance	After-tax	You
Critical Illness Insurance	After-tax	You
Hospital Indemnity Insurance	After-tax	You
Pet Insurance	After-tax	You
Legal Plan	After-tax	You
Identity Theft Protection	After-tax	You
Auto Home Insurance	After-tax	You
401(k) Retirement Savings Plan	Pretax or After-tax	Company & You



Eligibility

Employees who work at least 30 hours per week are eligible for the benefits described in this guide.

Most benefits are effective on your date of hire as long as you enroll within 30 days. The following dependents are also eligible:

- Your legal spouse
- Your domestic partner
- Your children up to age 26

Changes to your benefits

Generally, you may only make or change your existing benefit elections as a new hire or during the annual open enrollment period. However, you may change your benefit elections during the year if you experience an event such as:

- Marriage, divorce or legal separation
- Birth or adoption of a child
- Loss or gain of other coverage by the employee or dependent
- Eligibility for Medicare or Medicaid

You have **30 days** from the qualified life event to make changes to your coverage. Depending on the type of event, you may need to provide proof of the event, such as a marriage license. If you do not make the changes within 30 days of the qualified event, you will have to wait until the next open enrollment period to make changes (unless you experience another qualified life event).

Spouses/domestic partners with access to other employer coverage

We have a spousal surcharge that is intended to encourage working spouses to review all medical plan options available to them and to keep our costs reasonable for everyone. If your spouse or domestic partner is eligible for medical coverage through their employer, and you cover them on our medical plan, you will be required to pay a surcharge of \$XX per month in addition to your regular medical premiums.

Important notice if you use nicotine/tobacco

Going nicotine- and tobacco-free is one of the most important steps you can take to maintain good health. If you enroll in our medical plan and you use tobacco/nicotine or have used tobacco products during the last six months, you will be required to pay a tobacco surcharge of \$XX per month in addition to your regular medical premiums. If you complete the tobacco cessation program through XX, you can receive a refund of the surcharge.

Medical and pharmacy plan overview

We offer the choice of X medical plans through carrier. All of the medical options include coverage for prescription drugs through carrier. To select the plan that best suits your family, you should consider the key differences between the plans, the cost of coverage (including payroll deductions), and how the plan covers services throughout the year.

Understanding how your plan works



1. Your deductible

You pay out-of-pocket for most medical and pharmacy expenses until you reach the deductible.

You can pay for these expenses from your Health Savings Account (HSA).



2. Your coverage

Once your deductible is met, you and the plan share the cost of covered medical and pharmacy expenses. With coinsurance: The plan will pay a percentage of each eligible expense, and you will pay the rest.



3. Your out-of-pocket maximum

When you reach your out-of-pocket maximum, the plan pays 100% of covered medical and pharmacy expenses for the rest of the plan year. Your deductible and coinsurance apply toward the out-of-pocket maximum eligible health care expenses.

The difference between aggregate and embedded deductibles and out-of-pocket maximums

- Under an aggregate approach, there is one family limit that applies to all of you. When one or a combination of family members has expenses that meet the family deductible or out-of-pocket maximum, it is considered to be met for all of you. Then, the plan will begin paying its share of eligible expenses for the whole family for the rest of the year.
- Under an embedded approach, each person only needs to meet the individual deductible and out-of-pocket maximum before the plan begins paying its share for that individual. (And, once two or more family members meet the family limits, the plan begins paying its share for all covered family members.)

Making the most of your plan

Getting the most out of your plan also depends on how well you understand it. Keep these important tips in mind when you use your plan.

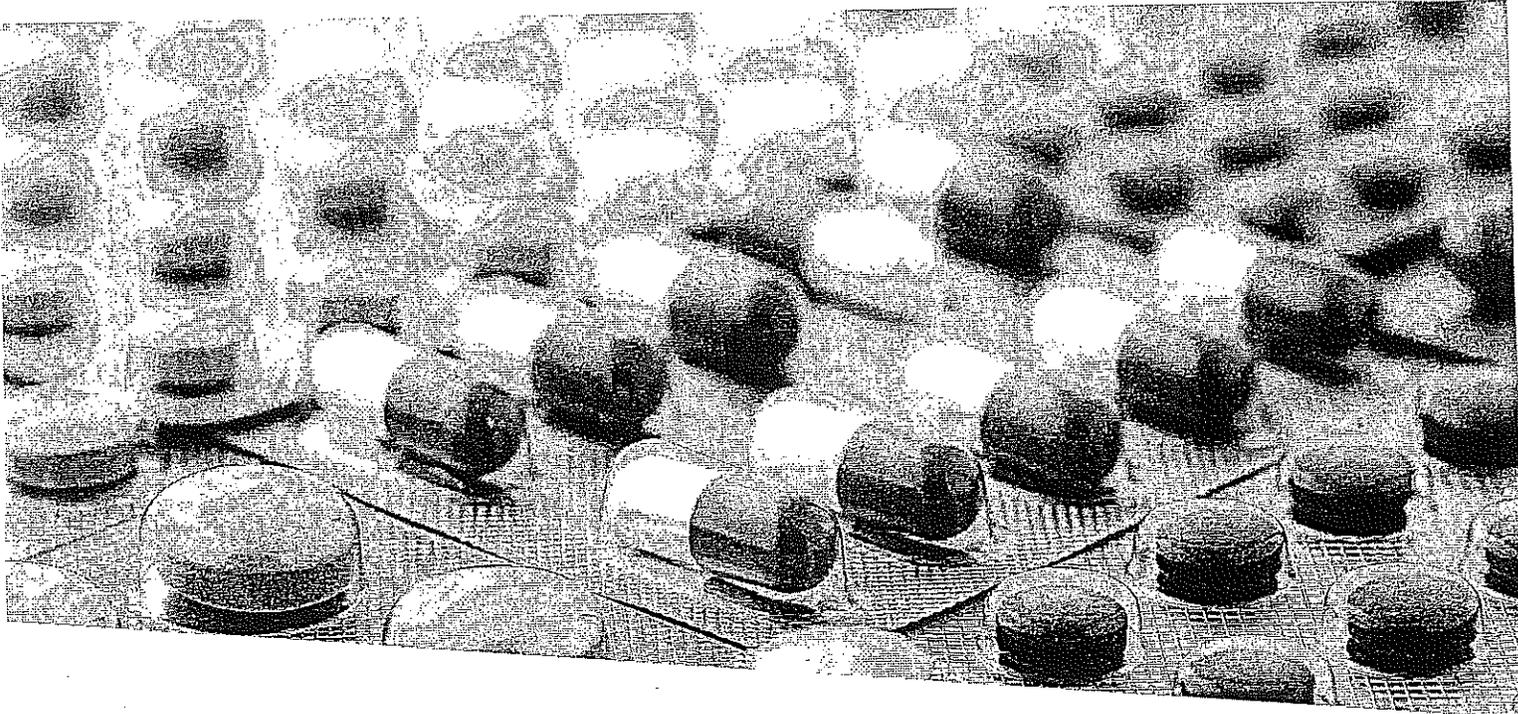
- **In-network providers and pharmacies:** You will always pay less if you see a provider within the medical and pharmacy network.
- **Preventive care:** In-network preventive care is covered at 100% (no cost to you). Preventive care is often received during an annual physical exam and includes immunizations, lab tests, screenings and other services intended to prevent illness or detect problems before you notice any symptoms.
- **Preventive drugs:** Many preventive drugs and those used to treat chronic conditions like diabetes, high blood pressure, high cholesterol and asthma are designated on the Chronic/Preventive Condition Drug List as preventive. These prescriptions are covered at 100% (no cost to you) when you use an in-network pharmacy.
- **Pharmacy coverage:** Medications are placed in categories based on drug cost, safety and effectiveness.

These tiers also affect your coverage.

- **Generic** – A drug that offers equivalent uses, doses, strength, quality and performance as a brand-name drug, but is not trademarked.
- **Brand preferred** – A drug with a patent and trademark name that is considered “preferred” because it is appropriate to use for medical purposes and is usually less expensive than other brand-name options.
- **Brand non-preferred** – A drug with a patent and trademark name. This type of drug is “not preferred” and is usually more expensive than alternative generic and brand preferred drugs.
- **Specialty** – A drug that requires special handling, administration or monitoring. Most can only be filled by a specialty pharmacy and have additional required approvals.
- **Mail order pharmacy:** If you take a maintenance medication on an ongoing basis for a condition like high cholesterol or high blood pressure, you can use the mail order pharmacy to save on a 90-day supply of your medication.

Medical and pharmacy coverage

Medical Plan Provisions	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Company contribution to HRA/HSA (Individual/Family)	\$XXX/\$XXXX		\$XXX/\$XXXX		\$XXX/\$XXXX	
Annual Deductible (Individual/Family)	\$XXX/\$XXXX	\$XXX/\$XXXX	\$XXX/\$XXXX	\$XXX/\$XXXX	\$XXX/\$XXXX	\$XXX/\$XXXX
Out-of-Pocket Maximum (Includes Deductible)	\$XXX/\$XXXX	\$XXX/\$XXXX	\$XXX/\$XXXX	\$XXX/\$XXXX	\$XXX/\$XXXX	\$XXX/\$XXXX
Preventive Care	Covered at 100%	XX%	Covered at 100%	XX%	Covered at 100%	XX%
Amount you pay after deductible						
Primary Care Provider Office Visit	XX%	XX%	XX%	XX%	XX%	XX%
Specialist Office Visit	XX%	XX%	XX%	XX%	XX%	XX%
X-Ray and Lab	XX%	XX%	XX%	XX%	XX%	XX%
Inpatient Hospital Services	XX%	XX%	XX%	XX%	XX%	XX%
Outpatient Hospital Services	XX%	XX%	XX%	XX%	XX%	XX%
Urgent Care	XX%	XX%	XX%	XX%	XX%	XX%
Emergency Room	XX%		XX%		XX%	
Pharmacy Provisions	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Prescription Drug Deductible (Individual/Family)	\$XXX/\$XXXX	\$XXX/\$XXXX	\$XXX/\$XXXX	\$XXX/\$XXXX	\$XXX/\$XXXX	\$XXX/\$XXXX
Amount you pay after deductible						
Retail pharmacy (up to a 30-day supply)						
Generic	XX%	XX%	XX%	XX%	XX%	XX%
Brand Preferred	XX%	XX%	XX%	XX%	XX%	XX%
Brand Non-Preferred	XX%	XX%	XX%	XX%	XX%	XX%
Specialty	XX%	XX%	XX%	XX%	XX%	XX%
Amount you pay after deductible						
Mail Order Pharmacy (90-day supply)						
Generic	XX%	XX%	XX%	XX%	XX%	XX%
Brand Preferred	XX%	XX%	XX%	XX%	XX%	XX%
Brand Non-Preferred	XX%	XX%	XX%	XX%	XX%	XX%
Specialty	XX%	XX%	XX%	XX%	XX%	XX%



Medical plan resources

24/7 Nurseline

Speak with a registered nurse 24/7 by calling the medical plan's 24-Hour Nurseline. The nurses can help you decide whether you or a covered family member should go to the emergency room or urgent care center, or make a doctor's appointment. You have 24/7 access simply by calling XXX-XXX-XXXX.

Telemedicine

Vendor is a 24/7 service that provides access to board-certified doctors by mobile app, online video or telephone. Whether you are at home, at work, traveling or you simply want a more convenient way to see a doctor, it is easy to use and available anytime, anywhere. Visits are just \$XX and are covered by your medical plan.

Condition Management

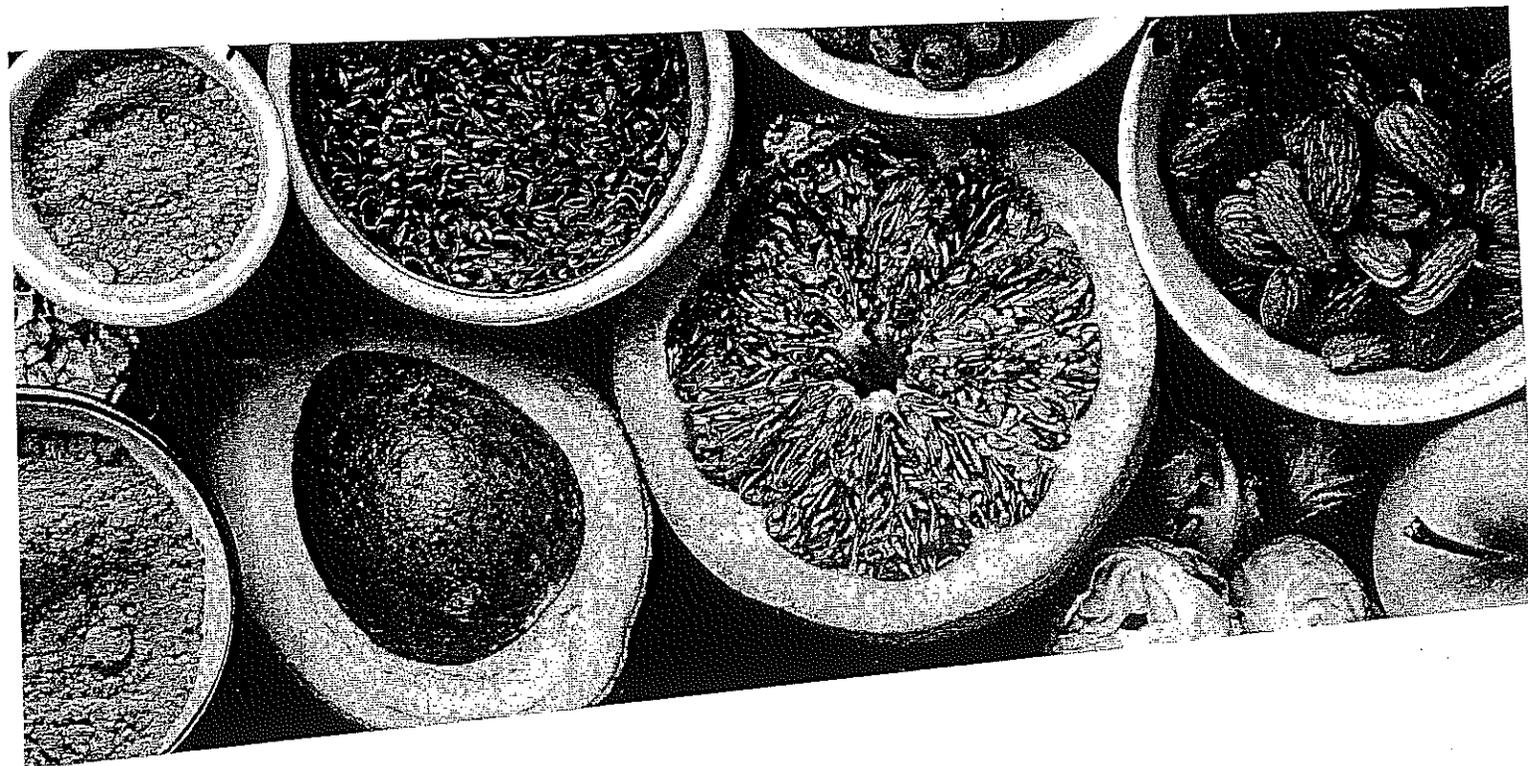
Managing conditions like diabetes and heart disease can be challenging. With program, you have access to a free, confidential coach to help you navigate the health care system. Sign up to get personal coaching over the phone and access to online resources. To enroll, call XXX-XXX-XXXX.

Title

Description, 500 word limit

Title

Description, 500 word limit



Name of Wellness Program

At Company we want employees to be engaged in their jobs and communities, be active and engaged in their health, and ultimately achieve their highest level of wellbeing.

Our wellness program is designed to:

- Provide education, resources and support to employees
- Help you make good decisions about your health
- Increase employee engagement and productivity
- Manage health care costs

All eligible employees and spouses/domestic partners enrolled in a company medical plan have the opportunity to earn up to \$XX by completing the steps of the program. Stay tuned for more information about wellness throughout the year and make sure to participate in a biometric screening and health risk assessment.

Savings and reimbursement accounts [Option for HSA, HRA and FSA]

Company offers several accounts that enable you to pay for eligible expenses tax-free. We also offer a plan with a Health Reimbursement Arrangement (HRA). This is a reimbursement arrangement only. You cannot contribute to this account; it is funded and owned exclusively by the company. The IRS provides a list of eligible expenses for each account at irs.gov.

Health Savings Account (HSA)	Health Care Flexible Spending Accounts (FSAs)	Dependent Care FSA
Available to those enrolled in the HSA Plan as long as you are not enrolled in any other health coverage or Medicare, or claimed as a dependent on someone else's tax return.	Your options depend on your medical plan enrollment. <ul style="list-style-type: none"> Health Care FSA – If you are not enrolled in an HSA plan, you can use this account for medical, pharmacy, dental and vision expenses. Limited Purpose FSA – If you are enrolled in an HSA plan, you can use this account to pay for dental and vision expenses only. 	<ul style="list-style-type: none"> You can withdraw your money tax-free at any time, as long as you use it for qualified expenses (a list can be found on www.irs.gov). You can also save this money and hold onto it for future eligible health care expenses.

Comparison of accounts

	HSA	HRA	FSA
Does the company contribute? <i>Amount for full-year 20XX</i>	✓ Employee: \$XXX Employee +1 or Family: \$X,XXX	✓ Employee: \$XXX Employee +1 or Family: \$X,XXX	✗
Can I contribute my own savings?	✓	✗	✓
Is there an IRS maximum annual contribution?	✓ Employee: \$3,550 Family: \$7,100 Those 55 and older can contribute an additional \$1,000 annually.	✗	✓ Health Care or Limited Purpose FSAs: \$2,750 Dependent Care FSA: \$5,000
Will my savings roll over each year?	✓ Unlimited	! Up to the amount of your deductible; available as long as you are enrolled in the plan	! Up to \$500 for Health Care and Limited Purpose FSAs. No rollover for Dependent Care FSA
Will I earn interest on my savings?	✓	✗	✗
Are the savings tax-free? <i>In most states</i>	✓	✓	✓
Will I get a debit card?	✓	✗	! Not available for Limited Purpose FSA
Do I keep the money if I leave the company?	✓	! Option to continue through COBRA	! Option to continue Health Care or Limited Purpose FSAs only through COBRA
Can I also have a Flexible Spending Account (FSA)?	! Limited Purpose and Dependent Care FSAs only	✓	N/A

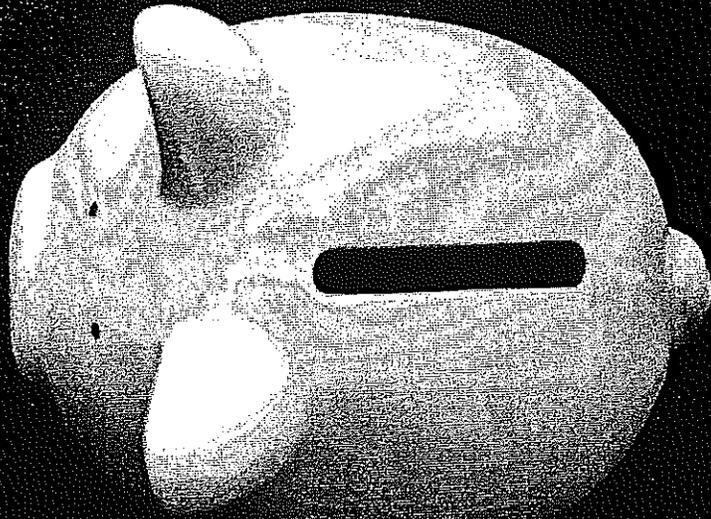
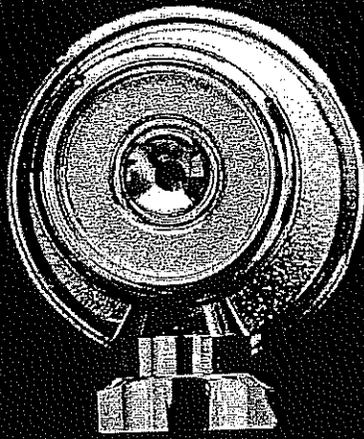
Savings accounts [Option for HSA and FSA]

Company offers several accounts that enable you to pay for eligible expenses tax-free. The IRS provides a list of eligible expenses for each account at irs.gov.

Health Savings Account (HSA)	Health Care Flexible Spending Accounts (FSAs)	Dependent Care FSA
Available to those enrolled in the HSA Plan as long as you are not enrolled in any other health coverage or Medicare, or claimed as a dependent on someone else's tax return.	<p>Your options depend on your medical plan enrollment.</p> <ul style="list-style-type: none"> • Health Care FSA – If you are not enrolled in an HSA plan, you can use this account for medical, pharmacy, dental and vision expenses. • Limited Purpose FSA – If you are enrolled in an HSA plan, you can use this account to pay for dental and vision expenses only. 	Use for eligible childcare expenses for dependents under age 13 or elder care.

Comparison of accounts

	HSA	FSA
Does the company contribute? <i>Amount for full-year 20XX</i>	✓ Employee: \$XXX Employee +1 or Family: \$X,XXX	✗
Can I contribute my own savings?	✓	✓
Is there an IRS maximum annual contribution?	✓ Employee: \$3,550 Family: \$7,100 Those 55 and older can contribute an additional \$1,000 annually.	✓ Health Care or Limited Purpose FSAs: \$2,750 Dependent Care FSA: \$5,000
Will my savings roll over each year?	✓ Unlimited	! Up to \$500 for Health Care and Limited Purpose FSAs; No rollover for Dependent Care FSA
Will I earn interest on my savings?	✓	✗
Are the savings tax-free? <i>In most states</i>	✓	✓
Will I get a debit card?	✓	! Not available for Limited Purpose FSA
Do I keep the money if I leave the company?	✓	! Option to continue Health Care or Limited Purpose FSAs only through COBRA
Can I also have a Flexible Spending Account (FSA)?	! Limited Purpose and Dependent Care FSAs only	N/A



Health Savings Account

A Health Savings Account (HSA) is a savings account that belongs to you that is paired with the XX plan. It allows you to make tax-free contributions to a savings account to pay for current and future medical expenses for you and your dependents.



START IT

- Contributions to the HSA are tax-free for you whether they come from you or the company. The company contributes \$XXX for individual coverage and \$XXX for family coverage.
- Plans with an HSA typically cost less than other plans so the money you save on premiums can be put into your HSA. You save money on taxes and have more flexibility and control over your health care dollars.



BUILD IT

- All of the money in your HSA is yours (including any contributions deposited by the company) even if you leave your job, change plans or retire.
- In 2020, the total of your contributions and the company's can be up to \$3,550 for individual coverage and \$7,100 for family coverage.



USE IT

- You can withdraw your money tax-free at any time, as long as you use it for qualified expenses (a list can be found on www.irs.gov).
- You can also save this money and hold onto it for future eligible health care expenses.

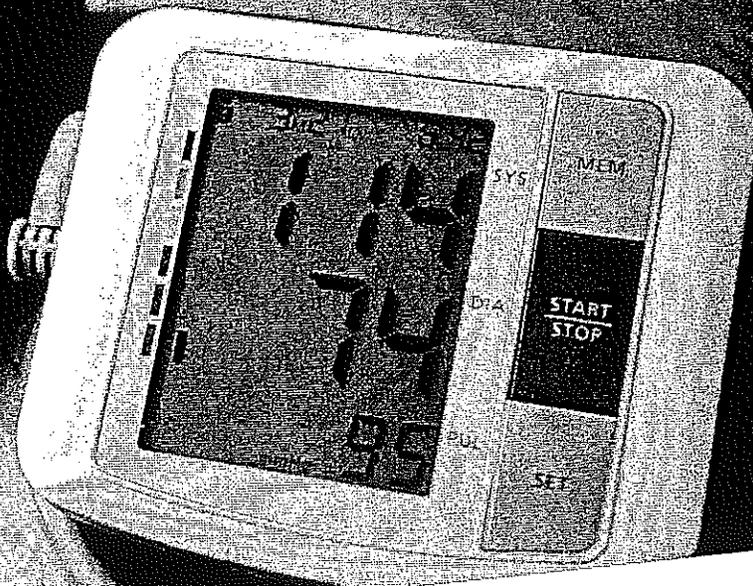


GROW IT

- Unused money in your HSA will roll over, earn interest and grow tax-free over time.
- You decide how to use the HSA money, including whether to save it or spend it for eligible expenses. When your balance is large enough, you can invest it — tax-free.

Eligibility Details

- If you are age 55 or older, you can contribute an additional \$1,000 per year.
- You are not allowed to be enrolled in any other health coverage, and cannot have an HSA if you are enrolled in any other health coverage or Medicare, or claimed as a dependent on someone else's tax return.
- You cannot participate in the Health Care Flexible Spending Account (FSA) if you have an HSA. Your spouse also cannot have a Health Care FSA.



Health Reimbursement Arrangement

A Health Reimbursement Arrangement (HRA) is an account the company funds that you can use to pay for qualified health care expenses.



It helps you pay for medical expenses

This includes out-of-pocket expenses to meet your deductible, copays and coinsurance. Your eligible health care expenses are automatically deducted from your HRA and paid to your health care provider. Once you meet the plan's annual deductible, you pay XX% for in-network services and XX% for out-of-network services until you reach the plan's annual out-of-pocket maximum.

When you enroll in a medical plan that is attached to an HRA, the company funds the HRA with \$XXX for individual coverage and \$XXX for family coverage. You are not able to make contributions to the HRA. (HRA funding is prorated for new hires.)



Unused funds roll over

If you have HRA credits left over at the end of the year, and you're still enrolled in the HRA medical plan the following year, your funds roll over up to X times the annual company contribution.

If you leave the company or change plans, however, you will forfeit any remaining balance.



You can use HRAs with an FSA

If you have an HRA, you can also contribute to a Health Care Flexible Spending Account (FSA), to give yourself even more pretax dollars to pay for out-of-pocket medical, dental and vision expenses. Remember that unused FSA funds are forfeited from one program year to the next, due to IRS rules.

Flexible Spending Accounts

A Flexible Spending Account (FSA) helps you pay for health care, dependent care, or transit costs using tax-free dollars.

Your contribution is deducted from your paycheck on a pretax basis and is put into the FSA. When you incur expenses, you can access the funds in your account to pay for *eligible* expenses.

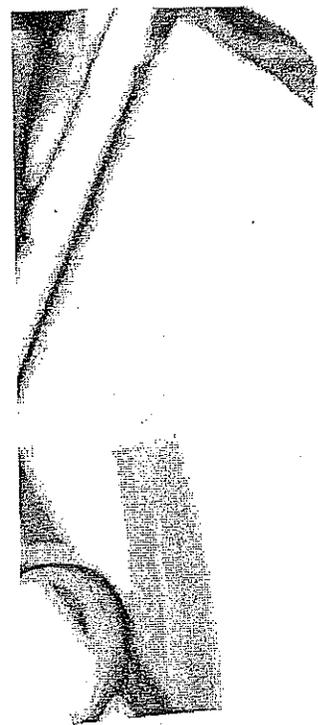
This chart shows the eligible expenses for each FSA and how much you can contribute each year. Each of these options reduces your taxable income.

Account type	Eligible expenses	Annual contribution limits
Health Care FSA	Most medical, dental and vision care expenses that are not covered by your health plan (such as copayments, coinsurance, deductibles, eyeglasses and prescriptions)	Maximum contribution is \$2,750 per year. You cannot enroll if you are enrolled in the XX plan with an HSA. Funds are deducted throughout the year, but all funds are available on January 1.
Limited Purpose FSA	Dental and vision expenses only that are not covered by your health plan (such as copayments, coinsurance, deductibles, eyeglasses and prescriptions)	Maximum contribution is \$2,750 per year. This is available to those enrolled in the XX plan with an HSA. Funds are deducted throughout the year, but all funds are available on January 1.
Dependent Care FSA	Dependent care expenses (such as day care, after school programs or elder care programs) for children under age 13 or elder care so you and your spouse can work or attend school full-time	Maximum contribution is \$5,000 per year (\$2,500 if married and filing separate tax returns).
Transportation Reimbursement Account	Expenses for commuting to and from work or paying parking fees at your work location Transportation to or from work on a subway, train, bus, ferry, etc. Parking at or near your workplace or at a commuter lot where you transfer to a vanpool or mass transit	Maximum contribution is \$270 per month to your transit/vanpool account and up to \$270 per month to your parking account.

Important information about FSAs

Your FSA elections are effective from January 1 through December 31. Claims for reimbursement must be submitted by March 31 of the following year. Our Health Care or Limited Purpose FSAs allow you to carry over \$500 in unused funds to the following plan year.

Please plan your contributions carefully. Any unused money remaining in your account(s) will be forfeited. This is known as the "use it or lose it" rule and it is governed by Internal Revenue Service regulations. Note that FSA elections do not automatically continue from year to year; you must actively enroll each year.



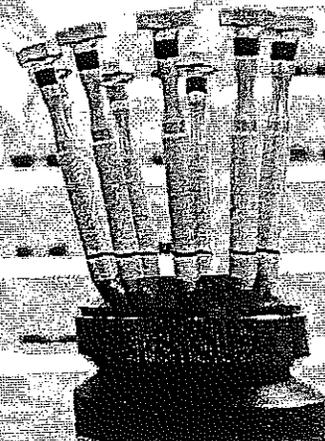
Dental plan

It's important to have regular dental exams and cleanings so problems are detected before they become painful — and expensive. Keeping your teeth and gums clean and healthy will help prevent most tooth decay and is an important part of maintaining your overall health. We offer X dental plan options through carrier.

Plan Provisions	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Annual Deductible (Individual/Family)	\$XXX/\$XXXX	\$XXX/\$XXXX	\$XXX/\$XXXX	\$XXX/\$XXXX	\$XXX/\$XXXX	\$XXX/\$XXXX
Calendar Year Maximum	\$XXXX	\$XXXX	\$XXXX	\$XXXX	\$XXXX	\$XXXX
Orthodontia Lifetime Maximum	\$X,XXX per individual		\$X,XXX per individual		\$X,XXX per individual	
Diagnostic and Preventive Services (e.g., X-rays, cleanings, exams)	Covered at 100%	XX%	Covered at 100%	XX%	Covered at 100%	XX%
Amount you pay after deductible						
Basic and Restorative Services (e.g., fillings)	XX%	XX%	XX%	XX%	XX%	XX%
Major Services (e.g., dentures, crowns, bridges)	XX%	XX%	XX%	XX%	XX%	XX%
Orthodontia	XX% for children under age XX		XX% for children under age XX		XX% for children under age XX	

Using in-network dental providers

While you have the option of choosing any provider, you will save money when you use In-network dentists. When using an out-of-network dental provider, you will pay more because the provider has not agreed to charge you a negotiated rate.



Vision plan

The vision plan provides coverage for routine eye exams and pays for all or a portion of the cost of glasses or contact lenses. You can choose any provider; however, you always save money if you see in-network providers. We offer X vision plan choices through carrier.

Plan Provisions	In-Network	Out-of-Network	In-Network	Out-of-Network
Exam	\$XX copay	Up to \$XX off	\$XX copay	Up to \$XX off
Frames	\$XXX allowance plus XX% off balance over \$XXX	Up to \$XX off	\$XXX allowance plus XX% off balance over \$XXX	Up to \$XX off
Lenses				
• Single vision lenses	\$XX copay	Up to \$XX off	\$20 copay	Up to \$XX off
• Bifocal lenses	\$XX copay	Up to \$XX off	\$20 copay	Up to \$XX off
• Trifocal lenses	\$XX copay	Up to \$XX off	\$20 copay	Up to \$XX off
Contact Lenses				
• Elective	\$XX copay	Up to \$XX off	\$XX copay	Up to \$XX off
• Medically necessary	\$XX copay	Up to \$XX off	\$XX copay	Up to \$XX off
Frequency				
• Exam	12 Months	12 Months	12 Months	12 Months
• Lenses	12 Months	12 Months	12 Months	12 Months
• Frames	24 Months	24 Months	24 Months	24 Months

Life insurance and disability

Life and AD&D Insurance

Company provides basic life and AD&D insurance for employees and offers voluntary insurance options for employees and their dependents.

Basic Life and AD&D Insurance

Life insurance is an important part of your financial wellbeing, especially if others depend on you for support. The company provides basic life and accidental death and dismemberment insurance to all eligible associates at no cost equal to X times your base annual earnings, up to a maximum of \$XX. Coverage is automatic; you do not need to enroll.

Voluntary Life and AD&D Insurance

You may choose to purchase additional life and AD&D coverage for yourself and your dependents at affordable group rates. Rates are based on age and the coverage level chosen.

Voluntary Life and AD&D Insurance for you

Employee

- Increments of \$X,000 up to XX your base annual salary
- Up to a \$XX maximum
- Guaranteed issue up to \$XX

Voluntary Life and AD&D Insurance for your dependents

Spouse

- Increments of \$X,000 (not to exceed XX% of your voluntary life and AD&D coverage)
- Up to a \$XX maximum
- Guaranteed issue up to \$XX

Child(ren)

- \$XX,000 per child
- Covered from age 14 days
- Must be added within 31 days of birth

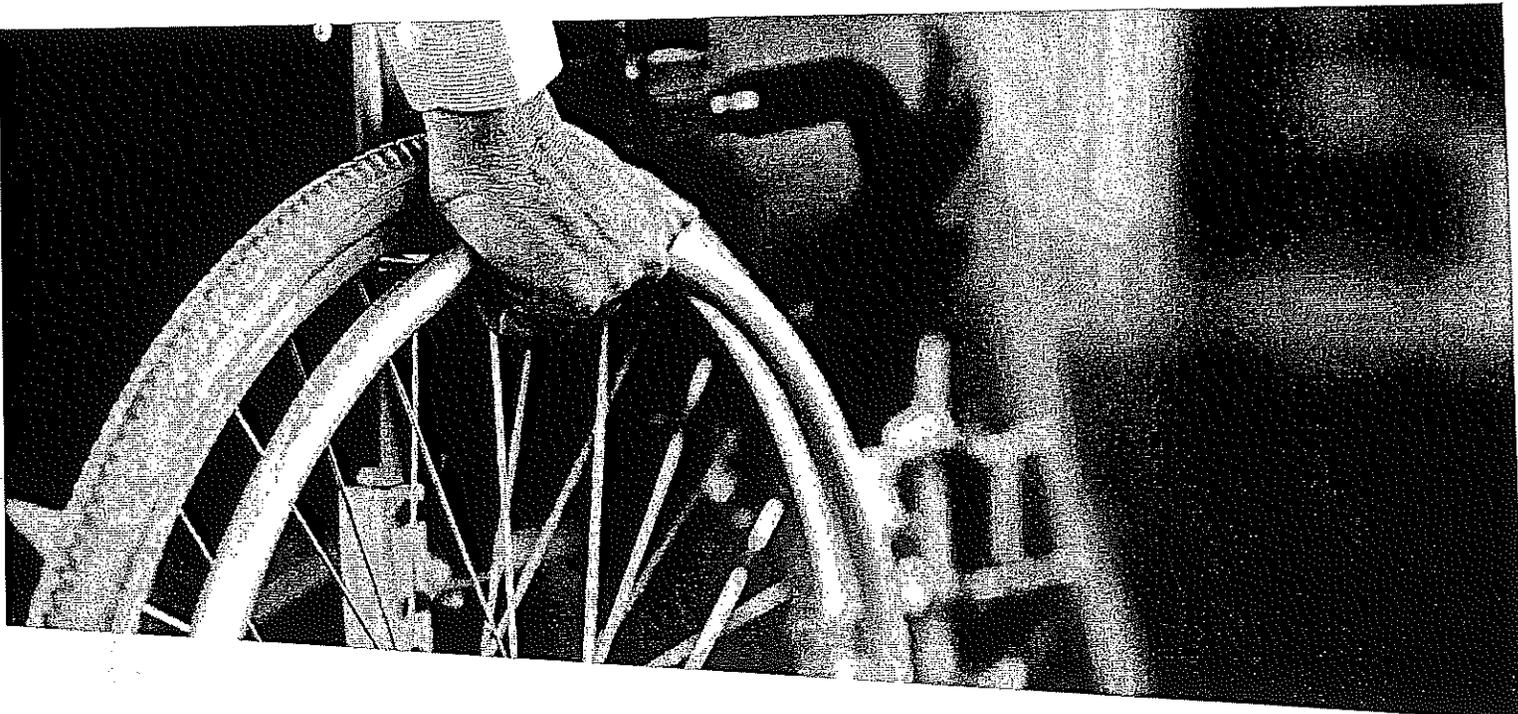
Disability Insurance

Disability insurance provides income replacement should you become disabled and unable to work due to a non-work-related illness or injury. The company provides eligible associates with disability coverage at no cost as shown below. Coverage is automatic; you do not need to enroll.

Coverage	Benefit
Short-Term Disability	<ul style="list-style-type: none"> • XX% of your weekly salary, to a maximum of \$X,000 per week for the first 13 weeks of a disability after the one-week waiting period.
Long-Term Disability	<ul style="list-style-type: none"> • XX% of your base salary, to a maximum of \$X,000 per month if you are disabled and are unable to work for more than 90 days. • Benefits are offset with other sources of income, such as Social Security and Workers' Compensation.

Family Medical Leave Act (FMLA)

If you have been with the company for 12 months, you may be eligible for up to 12 work weeks of unpaid leave per year under the Family and Medical Leave Act (FMLA). FMLA can be used for an illness of your own, care needed for a family member, care for a newborn and certain other medical needs.



Voluntary plans

Accident Insurance

Accident Insurance provides benefits to help cover the costs associated with unexpected bills due to covered accidents, regardless of any other insurance you have. If you purchase coverage and are hurt in a covered accident, you will receive a cash benefit for covered injuries that you may spend as you like.

Coverage amounts

Cash benefit based on type of accident (ranges from \$XXX-XXX)	Same as XX Plan + a Sickness and Accident Hospital Confinement Benefit (\$X,000 or \$X,000 additional benefit for hospitalization)
--	--

Examples of covered injuries:

- Broken bones
- Burns
- Torn ligaments
- Cuts repaired by stitches
- Eye Injuries
- Ruptured discs
- Concussion

Critical Illness Insurance

Critical Illness Insurance provides cash to help pay for both medical expenses not covered by your medical plan as well as day-to-day expenses that may start to add up — like rent, mortgage, car payments, etc. — while you are ill. With Critical Illness Insurance, if you are diagnosed with a covered illness, you get a lump-sum cash benefit, even if you receive other insurance benefits.

Coverage amounts

Employee	Spouse	Child(ren)
\$XX,000, \$XX,000 or \$XX,000	\$XX,000, \$XX,000 or \$XX,000	XX% of employee coverage amount

Examples of covered illnesses:

- Cancer
- Heart attack
- Major organ failure
- End-stage renal (kidney) failure
- Coronary artery bypass graft surgery
- Stroke

Your initial benefit provides a lump-sum payment upon the first diagnosis of a covered condition. Your plan pays a recurrence benefit at XX% of the initial benefit for the following covered conditions: XX.

Voluntary plans (continued)

Hospital Indemnity Insurance

Hospital Indemnity Insurance provides a fixed lump-sum payment that can help cover hospital expenses not covered by insurance, or to pay for expenses while you, your spouse/domestic partner and/or dependents are in the hospital.

- The plan pays \$X,000 (limit of one time per plan year) for the initial hospital admission, as well as \$X00 per day, for up to XX days (one time per plan year), that an individual is hospitalized.
- An additional \$X00 per day is provided if the individual is in intensive care.
- A XX-month pre-existing condition exclusion applies for treatment received X months prior to the coverage starting.
- The plan does not cover routine inpatient nursery or newborn expenses.

Long-Term Care Insurance

You and your family members are eligible to participate in the voluntary Long-Term Care Insurance (LTCI) program available at discounted rates through carrier.

Long-Term Care Insurance helps pay for the cost of care generally not covered by health insurance, Medicare, or Medicaid; such as nursing-home care, home health care, personal or adult day care for individuals above the age of 65 or with a chronic or disabling condition that needs constant supervision.

Legal plan

The legal plan provides legal representation for you, your spouse, and your dependents at a price that won't break your budget. You can receive legal advice and fully covered legal services for a wide range of personal legal matters from a network-participating plan attorney. Services provided through the plan include:

- Court appearances
- Document review and preparation
- Debt collection defense
- Will preparation
- Family law
- Real estate matters

When you use a plan attorney for covered services, there is no waiting period, limits on usage, deductibles or copays. The plan is available at a low monthly group rate, which you can pay through automatic payroll deductions.

Identity Theft Protection

This plan through carrier is designed to protect your identity and assets through identity, credit and social media monitoring. Carrier also extends dependent coverage to any dependent who lives in the same household as you or who is financially dependent on you, with no age limit. The plan includes:

- Identity and credit monitoring
- Annual credit report and monthly credit score tracking
- Social media reputation monitoring
- Digital wallet storage and monitoring
- Full-service identity restoration

This plan is available at a low monthly group rate, which you can pay through automatic payroll deductions.

Pet insurance

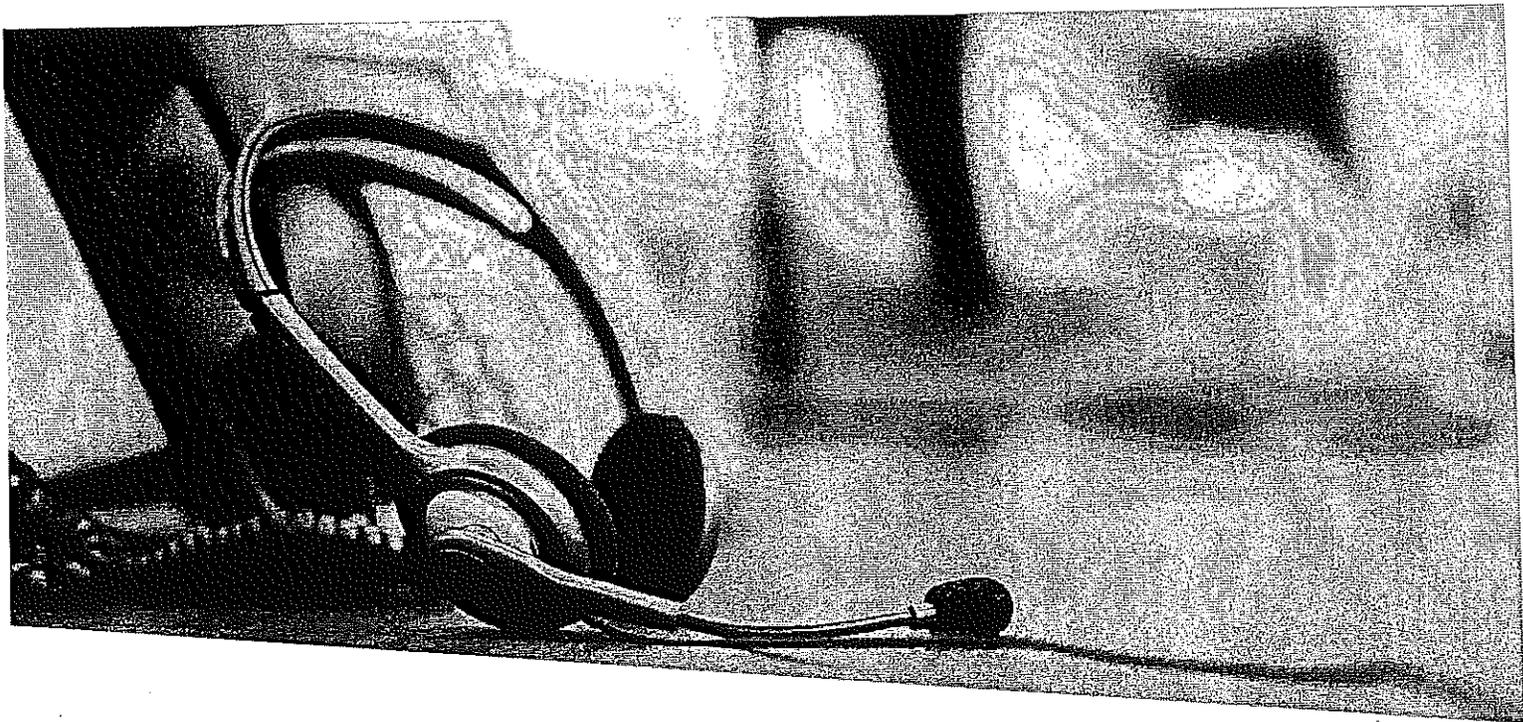
You can purchase health insurance, administered by XX, for your dog, cat, bird or other exotic animals. Like a regular health insurance plan, a pet insurance policy can help you plan for your pet's health care — and offset costs for routine care and unexpected illness or injury. Your premium is based on your pet's species, age, the benefits coverage you select and where you live. For more information, a quote or to enroll, visit XX.

Auto and home insurance

Carrier auto and home insurance is designed to help you protect your home and automobile for affordable group rates.

- **Auto:** In addition to basic liability protection, you can get 24/7 claim service, rental car damage coverage, Identity Theft Protection Services, towing/roadside assistance, windshield repair without a deductible and more.
- **Home:** Coverage is designed to fully replace your home in the event of a loss and to prevent you from incurring extra costs.

For more information, a quote and to enroll, visit XX.



Additional benefits

Employee Assistance Program

Because personal issues can affect every aspect of your life, we automatically provide you and your family with an Employee Assistance Program (EAP) through carrier at no cost to you. Call the EAP 24/7 for unlimited confidential assistance with nearly any personal matter you may be experiencing. You and your family have access to three free consultations with a licensed clinician per incident, per individual, per calendar year. Services include:

- **Legal Services:** Consultations for issues relating to civil, consumer, personal and family law, financial matters, business law, real estate, estate planning, and more
- **Financial Services:** Budgeting, credit and financial guidance, retirement planning, and assistance with tax issues
- **Childcare and Eldercare Assistance:** Needs assessment along with referrals to childcare and eldercare providers
- **Identity Theft Recovery Services:** Information on identity theft prevention, an identity theft emergency response kit, and help if you are victimized
- **Daily Living Services:** Referrals to help with event planning, transportation services, pet services, and more

Confidential assistance is available any time by calling XXX-XXX-XXXX or logging on to URL (Username: XX and Password: XX).

Health Advocate

We provides 24/7 Health Advocacy services free of charge to all employees. This innovative health care resource is available to assist you in navigating the health care system. Health Advocate is a completely confidential service that is available to all benefits-eligible employees and your families. Health Advocate will assist you in making a more informed decision about your health care.

To get started, call XX or visit XX.

Tuition reimbursement

To encourage you to build your professional knowledge and skills, Company offers a tuition reimbursement program. Through this program, you may be reimbursed for expenses for courses related to your job or to progress toward your career goals. Under this program, tuition costs for both job-related and non-job-related courses may be covered up to \$X,XXX per calendar year, subject to limitations.

Additional benefits (continued)

Student Loan Refinancing Program

Company partners with vendor to offer you with competitive student loan refinancing options. Features include:

- Loan amounts from \$X,000 to \$XXX,000
- No origination fees
- No annual or prepayment fees
- Fixed and variable interest rates

Learn more at XX.

Paid time off

In addition to XX paid holidays each year, employees receive up to XX days of paid time off their first year (prorated based on hire date). Every X years, you earn an additional X days up to a maximum of XX.

Commuter benefits

Employees can use pretax dollars to pay for parking or public transportation expenses while commuting to work. The maximum contribution is \$260 per month to your transit/vanpool account and up to \$260 per month to your parking account.

Fertility benefits

Whether your needs are adoption services, surrogacy, freezing and storage of eggs or embryos, or just an expert to walk you through your options and processes — use vendor to:

- Review educational content to help you navigate conversations with your doctors, make decisions and navigate any recommended treatments
- Locate reimbursement-eligible providers that are convenient to where you work and live
- Ensure accurate and quick reimbursement processing of fertility care expenses

Learn more at XX.

Back-up care program

This back-up benefit is subsidized by company for when disruptions to your regular dependent care arrangements (for children or adult/elders) happen and you need to get to work. Vendor will arrange temporary care for you, quickly and conveniently, at one of their high-quality child care centers or find a fully screened and credentialed caregiver to come to your home, where and when you need one. Learn more at XX.

Employee perks

Access vendor, a one-stop-shop for exclusive discounts at many of your favorite national and local merchants! Vendor is completely free, and you have access to discounts in dozens of categories. Get started at XX.

Travel assistance and identity theft protection services

When you're traveling and the unexpected happens, take advantage of travel assistance. With a local presence in 200 countries and territories around the world and 24/7 assistance centers, vendor is available to help you. Support for identity theft protection is also available whether you're traveling or at home.

For more information, call vendor (collect from other locations: vendor). Be sure to have your employer's name (XXX), your phone number, the nature of your problem, the Travel Assistance Identification Number (XXX) and your policy number (XXX).

Will services

Having a will is important to ensure that your intentions will be honored in the event of your death. You have access to vendor Will Services. This free service helps you create a simple, legally binding will online, saving you the time and expense of a private legal consultation. Other advantages include:

- Online assistance from licensed attorneys should you have questions
- Unlimited revisions at no additional charge
- Additional estate planning services are also available for purchase, including the creating of a living will or a final arrangements document that allows you to specify burial or cremation preferences

To get started, visit XX and use code: XX.

Funeral Concierge Services

Losing a loved one is one of life's most difficult experiences. To help you through this challenging time, the funeral concierge services through vendor help you make informed decisions, understand your options and stay within budget at a difficult time.

To get started, call XX or visit XX and use code: XX.



401(k) Retirement Savings Plan

Whether retirement is way down the road or just around the corner, it's important to have savings goals and specific investment objectives. To help you meet your goals and objectives, we offer a 401(k) Retirement Savings Plan, administered by carrier, with multiple investment options and a company match. Key details and features of our plan are listed below.

Employee contributions

You can contribute up to \$19,500 in 2020, and if you are age 50 or older, you may contribute up to an additional \$6,500 as a "catch-up" contribution.

Contributions may be made on a pretax or Roth after-tax basis. To make it easier for you to save, the plan offers annual savings adjustments to help you set aside extra money automatically. Your savings rate will increase 1% each year until you reach 20%.

Employer contributions

The company will match up to X% of your base salary at XX%. For example, if X% of your base salary is \$X,000, the company match would be \$X00, or X0%.

Vesting

Vesting refers to your ownership of the money in your 401(k). You will be 100% vested in the company match after three years of service. You are always 100% vested in your contributions to the plan.

More Information

- You can enroll in the plan and make changes to your contributions at any time.
- Carrier has many different investment options for you to choose from, along with tools and resources you can use to determine which options best meet your investment objectives.

For additional details about the 401(k) Retirement Savings Plan or to enroll or change your contribution rates or investment elections, visit URL or call XXX-XXX-XXX.



Benefit costs

Your monthly payroll contributions for medical, dental and vision benefits are shown here:

Medical		Plan Name		Plan Name
Employee Only	\$XX	\$XX	\$XX	\$XX
Employee + Spouse	\$XX	\$XX	\$XX	\$XX
Employee + Child(ren)	\$XX	\$XX	\$XX	\$XX
Family	\$XX	\$XX	\$XX	\$XX

Dental		Plan Name		Plan Name
Employee Only	\$XX	\$XX	\$XX	\$XX
Employee + Spouse	\$XX	\$XX	\$XX	\$XX
Employee + Child(ren)	\$XX	\$XX	\$XX	\$XX
Family	\$XX	\$XX	\$XX	\$XX

Vision		Plan Name		Plan Name
Employee Only	\$XX	\$XX	\$XX	\$XX
Employee + Spouse	\$XX	\$XX	\$XX	\$XX
Employee + Child(ren)	\$XX	\$XX	\$XX	\$XX
Family	\$XX	\$XX	\$XX	\$XX

Glossary

- **Brand preferred drugs** – A drug with a patent and trademark name that is considered “preferred” because it is appropriate to use for medical purposes and is usually less expensive than other brand-name options.
- **Brand non-preferred drugs** – A drug with a patent and trademark name. This type of drug is “not preferred” and is usually more expensive than alternative generic and brand preferred drugs.
- **Calendar Year Maximum** – The maximum benefit amount paid each year for each family member enrolled in the dental plan.
- **Coinsurance** – The sharing of cost between you and the plan. For example, 80 percent coinsurance means the plan covers 80 percent of the cost of service after a deductible is met. You will be responsible for the remaining 20 percent of the cost.
- **Copay** – A fixed amount (for example \$15) you pay for a covered health care service, usually when you receive the service. The amount can vary by the type of covered health care service.
- **Deductible** – The amount you have to pay for covered services before your health plan begins to pay.
- **Elimination Period** – The time period between the beginning of an injury or illness and receiving benefit payments from the insurer.
- **Flexible Spending Accounts (FSA)** – FSAs allow you to pay for eligible health care and dependent care expenses using tax-free dollars. The money in the account is subject to the “use it or lose it” rule which means you must spend the money in the account before the end of the plan year.
- **Generic drugs** – A drug that offers equivalent uses, doses, strength, quality and performance as a brand-name drug, but is not trademarked.
- **Health Savings Account (HSA)** – An HSA is a personal health care account for those enrolled in a High Deductible Health Plan (HDHP). You may use your HSA to pay for qualified medical expenses such as doctor’s office visits, hospital care, prescription drugs, dental care, and vision care. You can use the money in your HSA to pay for qualified medical expenses now, or in the future, for your expenses and those of your spouse and dependents, even if they are not covered by the HDHP.
- **Health Reimbursement Arrangement (HRA)** – A fund you can use to help pay for eligible medical costs not covered by your medical plan. Funds are contributed to the HRA by the company.
- **High Deductible Health Plan (HDHP)** – A qualified High Deductible Health Plan (HDHP) is defined by the Internal Revenue Service (IRS) as a plan with a minimum annual deductible and a maximum out-of-pocket limit. These minimums and maximums are determined annually and are subject to change.
- **In-network** – A designated list of health care providers (doctors, dentists, etc.) with whom the health insurance provider has negotiated special rates. Using in-network providers lowers the cost of services for you and the company.
- **Inpatient** – Services provided to an individual during an overnight hospital stay.
- **Mail Order Pharmacy** – Mail order pharmacies generally provide a 90-day supply of a prescription medication for the same cost as a 60-day supply at a retail pharmacy. Plus, mail order pharmacies offer the convenience of shipping directly to your door.
- **Out-of-network** – Health care providers that are not in the plan’s network and who have not negotiated discounted rates. The cost of services provided by out-of-network providers is much higher for you and the company. Additional deductibles and higher coinsurance will apply.
- **Out-of-pocket maximum** – The maximum amount you and your family must pay for eligible expenses each plan year. Once your expenses reach the out-of-pocket maximum, the plan pays benefits at 100% of eligible expenses for the remainder of the year. Your annual deductible is included in your out-of-pocket maximum.
- **Outpatient** – Services provided to an individual at a hospital facility without an overnight hospital stay.
- **Primary Care Provider (PCP)** – A doctor (generally a family practitioner, internist or pediatrician) who provides ongoing medical care. A primary care physician treats a wide variety of health-related conditions.
- **Reasonable & Customary Charges (R&C)** – Prevailing market rates for services provided by health care professionals within a certain area for certain procedures. Reasonable and Customary rates may apply to out-of-network charges.
- **Specialist** – A provider who has specialized training in a particular branch of medicine (e.g., a surgeon, cardiologist or neurologist).
- **Specialty drugs** – A drug that requires special handling, administration or monitoring. Most can only be filled by a specialty pharmacy and have additional required approvals.

Contact information

The Mobile Wallet Card keeps all of your benefit contacts in one place. For easy access to your benefit carriers' group numbers, phone numbers and websites from your smartphone, tablet or computer, bookmark www.mymobilewalletcard.com/XX.

Coverage	Carrier	Phone	Website
Medical and Pharmacy			
Pharmacy			
Wellness			
Dental			
Vision			
Health Savings Account			
Flexible Spending Accounts			
Life and AD&D Insurance			
Disability			
Accident Insurance			
Critical Illness Insurance			
Hospital Indemnity Insurance			
Long-Term Care Insurance			
Pet Insurance			
Legal Plan			
Identity Theft Protection			
Auto and Home Insurance			
Employee Assistance Program (EAP)			
401(k) Retirement Savings Plan			
Enrollment and Human Resources			

View this guide online at URL
Place QR code here



About this Guide

This benefit summary provides selected highlights of the Company benefits program. It is not a legal document and shall not be construed as a guarantee of benefits nor of continued employment at the company. All benefit plans are governed by master policies, contracts and plan documents. Any discrepancies between any information provided through this summary and the actual terms of such policies, contracts and plan documents shall be governed by the terms of such policies, contracts and plan documents. Company reserves the right to amend, suspend or terminate any benefit plan, in whole or in part, at any time. The authority to make such changes rests with the Plan Administrator.

City of Scranton

Communication Solutions and Resources Value-Added Services

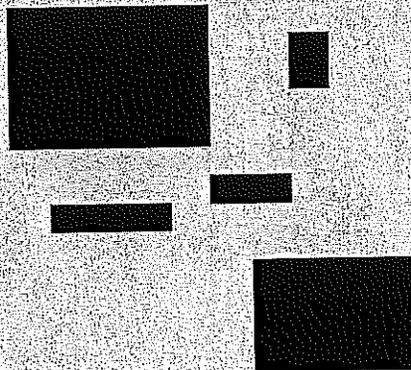
August 2020

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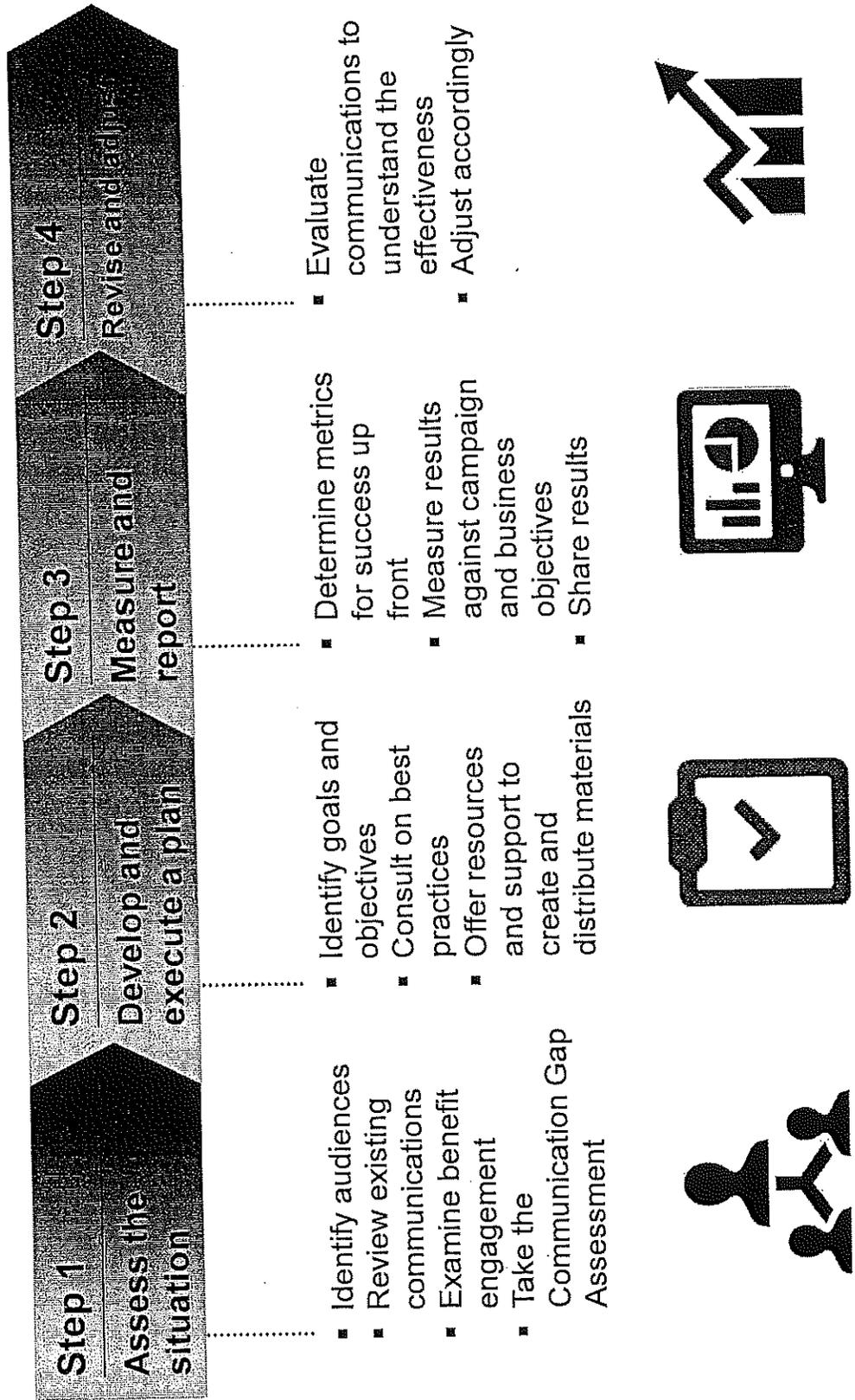
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Willis Towers Watson 

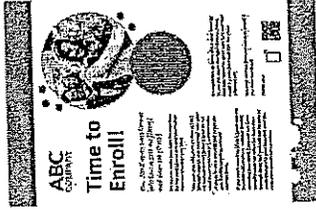
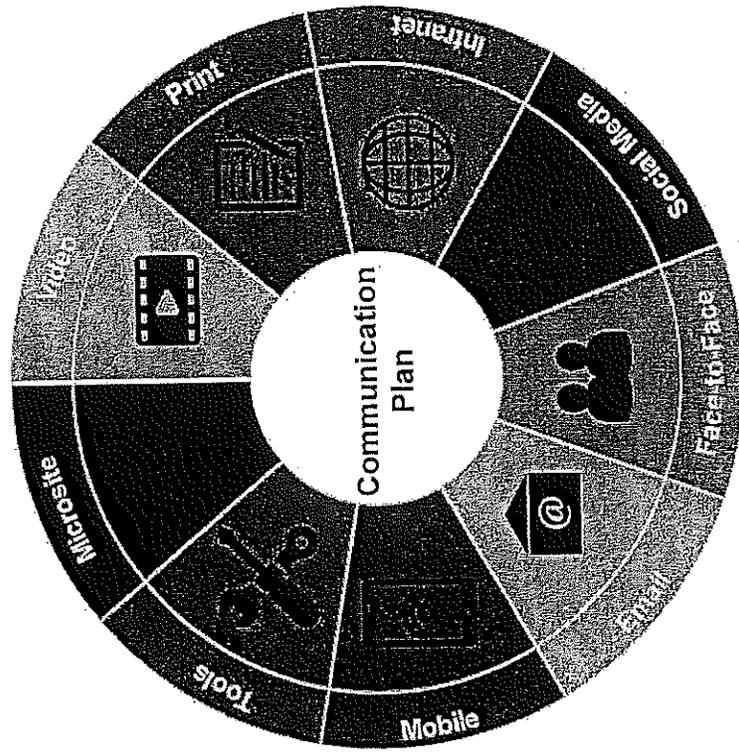
**Willis Towers Watson
Solutions and Resources**



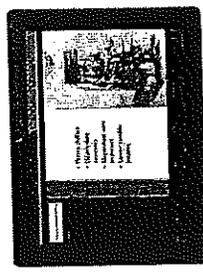
We partner with you to engage employees



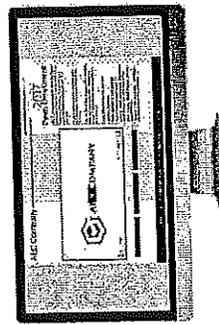
Develop a plan to reach your employees



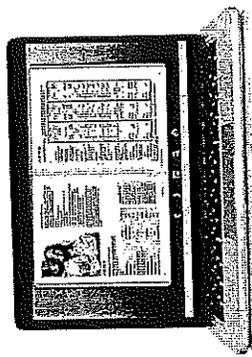
Traditional



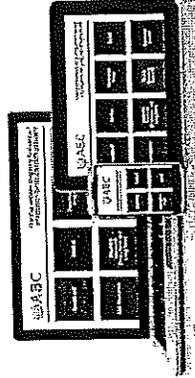
Automated Presentations



Landing Pages and Videos*



Online Benefit Guide



Mobile Wallet Card*



Text Messaging*

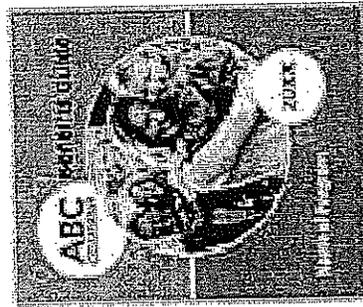
* Additional fees may apply

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Use relatable and engaging design

Best Practice Templates

- 10 visual identities to choose from, with modifiable logo and colors
- Includes best practice content, modified for your plan design
- Templates include benefit guides, postcards, posters, PPT presentations, email headers and benefits-at-a-glance
- Modifiable benefits, rewards and/or wellness logos also available



grow
Add your tagline here.

Customized

- Professionally designed and managed
- Tailored using existing samples or designed to meet your brand guidelines
- Materials developed based on your needs
- *Additional fees may apply*



Print, distribution and translation support available. Pass-through fees may apply.

Use compelling content

Self-service – Essentials

Client Team – Best Practice Library

Custom writing also available; additional fees may apply.

Additional consulting and resources available*

Personalized and Automated Marketing

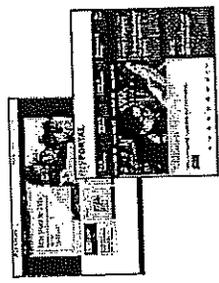


Augmented Reality

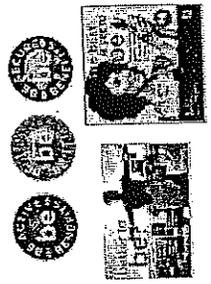


BLIPP IMAGE INTO LIFE!

Microsites and Portals



Branding



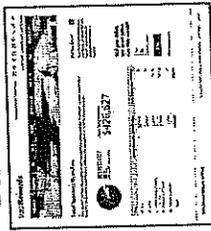
Mobile Apps



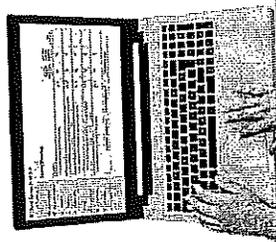
Gaming and Social Media



Total Rewards Portal and Statements

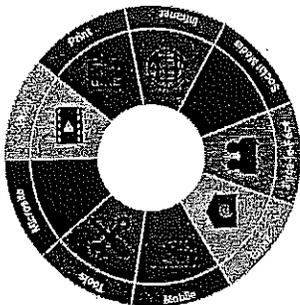


Pulse Software

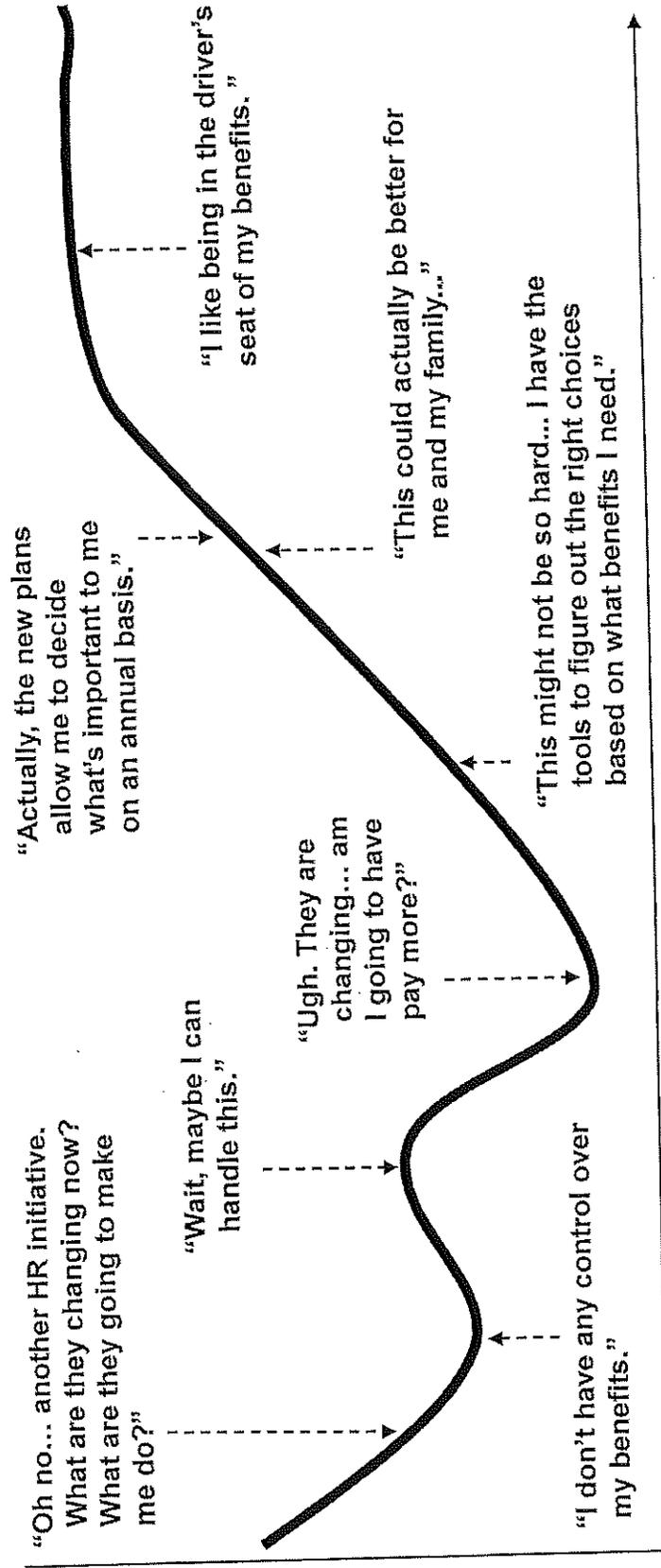


* Additional fees may apply

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Change begins with "me" ...

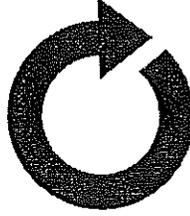
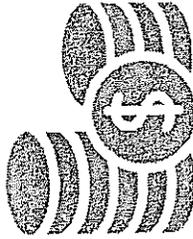
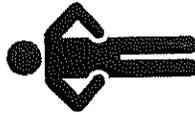
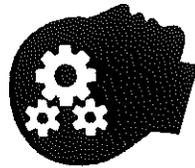


... and builds to achieve company goals – the "Us"

We're here to help you

Use communication to engage employees

- Develop an ongoing plan
- Create communications from the employee perspective
- Evaluate results and adjust accordingly



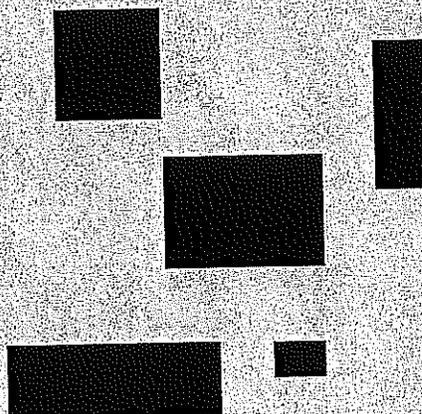
Better understanding
of benefits

More confidence
in decisions

Increased awareness
of cost savings opportunities

More ongoing engagement
in the benefits program

Thank you!



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QUESTIONS ABOUT COVID-19?

DirectPath is here to help.

All employees can call DirectPath for:

- Answers to basic questions about COVID-19
- Current information on what COVID-19-related services are covered, and how
- Help preparing an action plan if they or a family member become ill and suspect it is COVID-19
- Resources for further information about COVID-19

DirectPath members can call an Advocate to:

- Find in-network providers for care
- Understand a diagnosis and treatment plan
- Coordinate prior authorizations and pre-certifications
- Save money on prescriptions
- Understand estimated out-of-pocket costs

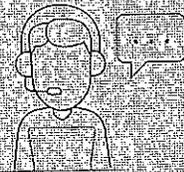
For more information, see these FAQs:

<https://go.directpathhealth.com/COVID19>

DirectPath is completely confidential and provided as part of your benefits program at no cost to you!

(866) 253-2273

advocate@directpathhealth.com



MONDAY-FRIDAY:
7:00am – 8:00pm CT
SATURDAY:
8:00am – 1:00pm CT

Appendix F. Affidavits

AFFIRMATIVE ACTION CERTIFICATION

During the term of this contract, Bidder agrees as follows:

(1) Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.

(2) Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.

(3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.

(4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

(5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of

AFFIRMATIVE ACTION CERTIFICATION --cont'd--

minority group persons, so that bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures.

(6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with the affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

(7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain compliance with the provision of this certification. If bidder does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.

(8) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

(9) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.

(10) Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

DATE: August 17, 2020

Willis of New Jersey, Inc.
(Name of Bidder)

BY Charles Walter *Charles Walter*

TITLE Senior Director, H&B Brokerage & Advisory

CERTIFICATE OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposal sub-contractors for specific time periods) he will obtain identical certifications from proposed sub-contractors prior to the award of sub-contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

NOTE; The penalty for making false statements in offers are prescribed in 18 U.S.C. 1001.

DATE August 17, 2020

Willis of New Jersey, Inc.
(Name of Bidder)

By Charles Walter
Charles Walter

Title Senior Director, H&B Brokerage & Advisory

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER.

STATE OF New Jersey

COUNTY OF Essex

Charles Walter, being first duly sworn, deposes and says that:

1) He is officer
(Owner, partner, officer, representative or agent)

of Willis of New Jersey, Inc., the Bidder that has submitted the bid;

2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3) Such Bid is genuine and is not a collusive or sham Bid;

4) Neither the said Bidder nor any of its officers, partners, owners, agents, Representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF SCRANTON (Local Public Agency) or any person interested in the proposed Contract; and;

5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

NON-COLLUSION AFFIDAVIT
SIGNATURE PAGE

SIGNED Charles Walter
Charles Walter

Senior Director, H&B Brokerage & Advisory
(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 18th DAY OF August, 2020

LaVonne A. Gullette
Facilities Assistant
(TITLE)

MY COMMISSION EXPIRES LaVonne A. Gullette
NOTARY PUBLIC OF NEW JERSEY 20
My Commission Expires 4/30/2023

Appendix G. Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/17/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT Willis Towers Watson Certificate Center NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: Sentry Insurance a Mutual Company INSURER C: Willis Submission Carrier INSURER D: INSURER E: INSURER F:	NAIC # 16535 24988 GENRC

COVERAGES **CERTIFICATE NUMBER:** WL7504854 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability		GLO014436304	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 5,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		90-20597-04	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		7108938	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 1,000,000
	DED RETENTION \$					AGGREGATE \$ 1,000,000
						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	90-20597-01	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
						E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
B	Workers Compensation & Employers Liability Per Statute		90-20597-03	07/01/2020	07/01/2021	EL Each Accident \$1,000,000
						EL Disease - Each Emp \$1,000,000
						EL Disease-Policy Lmt \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Alley

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Willis North America, Inc. and its subsidiaries 200 Liberty Street New York, NY 10281	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional Insured status will be automatically provided upon awarding of the business to the Willis entity and in accordance with the terms and conditions of the appropriate insurance policies.

INSURER AFFORDING COVERAGE: Sentry Insurance a Mutual Company NAIC#: 24988
 POLICY NUMBER: 90-20597-02 EFF DATE: 07/01/2020 EXP DATE: 07/01/2021

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation & Employers Liability	EL Each Accident	\$1,000,000
Per Statute	EL Disease - Each Emp	\$1,000,000
	EL Disease-Policy Lmt	\$1,000,000

INSURER AFFORDING COVERAGE: Willis Submission Carrier NAIC#: GENRC
 POLICY NUMBER: SM2021 EFF DATE: 07/01/2020 EXP DATE: 07/01/2021

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Errors & Omissions	Per Claim	\$5,000,000
	Aggregate Limit	\$5,000,000

ADDITIONAL REMARKS:
 Professional Indemnity Insurance (Errors & Omission Liability) Carrier: Stone Mountain Insurance Company.

All employees of Willis North America and its subsidiaries are included as Insureds under the Errors & Omissions policy.

Willis North America Inc. – Certificate addendum as of 7/1/2020

Acclaris Holdings, Inc.
Acclaris, Inc.
Carroll Technical Risks Agency, LLC
Celerity Professional Liability Insurance Services, LLC
Encore Insurance PCC, Limited
Encore One IC, Inc.
Encore 1551 IC, Inc.
Extend Health, LLC
Extend Insurance Services LLC
Fairly Consulting Group, LLC – 25% ownership
Freberg Environmental, Inc.
Corral Insurance Services LLC
Innovisk Services, Inc.
Innovisk Insurance Services, LLC
Innovisk Capital Partners, Inc
Liazon Benefits, Inc.
Liazon Corporation
Premium Funding Associates, Inc.
Professional Consultants Insurance Company, Inc.
RSDIG Risk Purchasing Group, Inc.
Vertus Wildfire Insurance Services, LLC fka Sage Insurance Holdings, LLC
Special Contingency Risks Inc. – except for Professional Liability as it is covered elsewhere
Stone Mountain Insurance Company
Tranzact Holdings, LLC
TZ Insurance Solutions LLC
MG LLC d/b/a Tranzact
VTN Solutions, LLC d/b/a Cignium Technologies
Towers Perrin Capital Corp.
Towers Watson Delaware Holdings LLC
Towers Watson Investment Services, Inc.
Towers Watson Retiree Insurance Services, Inc.
Willis Towers Watson Puerto Rico Insurance Brokerage Inc.
TPF&C International, Inc.
Vertus Insurance Partners, LLC
Vertus Insurance Agency, LLC
Vindati, LLC
Watson Wyatt International, Inc.
Westport Financial Services, LLC
Westport HRH, LLC
Willis Administrative Services Corporation
Willis Americas Administration, Inc.
Willis HRH, Inc.
Willis NA Inc.
Willis North America Inc.
Willis North American Holding Company
Willis of Michigan Inc.
Willis of New Hampshire, Inc.
Willis of New Jersey, Inc.
Willis Personal Lines, LLC
Willis Processing Services, Inc.
Willis Programs of Connecticut, Inc.
Willis Re Inc.

Willis North America Inc. – Certificate addendum as of 7/1/2020

Willis Securities, Inc.
Willis Services LLC
Willis Towers Watson CAC, Inc.
Willis Towers Watson Management (Vermont), Ltd.
Willis Towers Watson Risk Purchasing Group, Inc.
Willis Towers Watson US LLC
Willis Towers Analytical Insurance Services Inc.
WTW Delaware Holdings LLC
Willis US Holding Company, LLC
Willis Towers Watson Midwest, Inc.
Willis Towers Watson Northeast, Inc
Willis Towers Watson Southeast, Inc
Willis Towers Watson Insurance Services West, Inc.

**Attachment 2
Broking Terms, Conditions & Disclosures**

Brokerage Terms, Conditions & Disclosures

Your decision to purchase insurance coverages, products, and/or services through a Willis Towers Watson company is subject to the following terms and conditions (the "Brokerage Terms").

1. General Terms and Conditions

- 1.1. **Fees and Expenses.** We will submit invoices for the services provided and expenses incurred. Invoices will be paid within 30 days of receipt. In the event that invoices are not paid within that time, we will be entitled to charge a late payment fee of the lesser of 1.0% per month or the maximum allowed by law.

Any fees or rates quoted or estimated will be exclusive of income tax or of any sales, ad valorem, value added tax or any similar tax unless such tax is required to be included pursuant to a statutory requirement. If required, we will add the relevant tax to the invoice, separately stated, and remit such tax to the appropriate authority.

- 1.2. **Our Responsibilities.** We will provide the services in a professional manner with reasonable skill and care and in accordance with all laws and regulations applicable to us. We will assign to the project team, members of our staff with adequate education, training and experience to perform the tasks assigned to them. We will use reasonable endeavors to meet any agreed timetable.

The work product we produce in the course of providing the services (the "Work Product") will not infringe any intellectual property right of any third party. Unless otherwise expressly agreed in writing, we do not accept any fiduciary or trust responsibilities or related liability in connection with the performance of the services. We do not provide legal, accounting or tax advice.

- 1.3. **Your Responsibilities.** You will provide us, in a timely manner, with all documentation, information, access to your personnel, access to your premises (if applicable) and cooperation reasonably required to provide the services. Any delay or failure to provide such documentation, information, access to your personnel or cooperation may result in: (a) a revision to any agreed timetable; and (b) if we are required to perform any additional work as a result, in additional fees being charged. We will rely on the documentation and information provided by you or your representatives and we do not take responsibility for verifying the accuracy or completeness of it. You may rely only upon our final Work Product and not on any drafts or oral statements made by us in the course of performing the services.

You represent that you are in compliance, and will continue to comply, with all laws, rules, regulations or government authority guidance applicable to you. If Willis Towers Watson determines that the services Willis Towers Watson performs for you relate to operations or activities prohibited by or inconsistent with any applicable law, rule, regulation or government authority guidance, it reserves the right to immediately terminate the master services agreement or similar agreement outlining the general terms between the parties ("MSA") and/or any signed statement of work or similar agreement between us which incorporates these Brokerage Terms by reference or which governs the same services as these Brokerage Terms ("SOW") in their entirety and/or decline to provide certain services.

- 1.4. **Intellectual Property Rights and Work Product.** You will retain ownership of all original data and materials provided to us by you or your representatives, and the intellectual property rights in that data and materials. You will have the right to use, reproduce and adapt the copies of the Work Product for internal purposes within your organization. We will retain the intellectual property rights in the Work Product, and the skills, know-how and methodologies used or acquired by us during the course of providing any of the services.

The services, including the Work Product, are provided solely for the intended purpose, and may not be referenced or distributed to any other party without our prior written consent, unless distribution is required by applicable law. You may distribute the Work Product to your affiliates, provided that you ensure that each such affiliate complies with these Terms, Conditions, & Disclosures, as if it were a party to them, and you remain responsible for such compliance.

You will not refer to us or include any of the Work Product in any shareholder communication or in any offering materials (or fairness opinion provided by your professional advisers) prepared in connection with the public offering or private placement of any security, unless otherwise agreed in writing.

- 1.5. **Confidentiality and Data Privacy.** Each party (the "Recipient") will protect all confidential information which the other party (the "Discloser") provides to it (whether orally, in writing or in any other form) ("Confidential Information") using the same standards as the Recipient applies to its own comparable confidential information, but in no event less than reasonable measures. Confidential Information will not include information that is: (a) already known to the Recipient at the time of disclosure; (b) in the public domain or publicly available; (c) provided to it by a third party who is under no such obligation of confidentiality; (d) independently developed by it; or (e) is required to be disclosed by court order, regulatory authority or other legal process, provided that prior to disclosing any Confidential Information, the Recipient will, if permitted by law, notify, and cooperate with the Discloser, at Discloser's expense, to lawfully limit and/or obtain appropriate protective orders with respect to such portion(s) of the Confidential Information which is the subject of any such required disclosure. Each party may disclose Confidential Information to its legal advisers to protect its own legitimate interests or to comply with any legal or regulatory requirements.

In the course of providing the services, the parties acknowledge that you may provide us with information about an identifiable individual or information which relates to a natural person and allows that person to be identified, including your customer or employee information ("Personal Data"). It is further acknowledged that we are a global business and that we may transmit your information, including Personal Data, within our global network of offices to our affiliates and providers of IT outsourcing who will be subject to appropriate data protection standards. You represent that Willis Towers Watson is authorized to receive and possess any such Personal Data and that you have obtained any necessary consents from third parties, including the individual to which such Personal Data relates, that may be required for us to use the Personal Data for the purposes of providing the services. Irrespective of where we receive or hold Personal Data on your behalf, we will take appropriate technical, physical and organizational/administrative measures to protect it against accidental or unlawful destruction or accidental loss or unauthorized alteration, disclosure or access. Each party will comply with the provisions and obligations imposed on it by applicable data privacy legislation and regulations.

You agree that we may maintain, process and transfer your Confidential Information and Personal Data in order to perform the services, and for other reasonable ancillary purposes, unless you instruct otherwise. We may retain such information and data as may be required by applicable law, regulation, or our record retention and business continuity policies and procedures.

In addition, you hereby grant us permission to use data we receive from you or your representatives in the course of the services for use in industry benchmarking studies, trend analyses and research. We may use the results of these studies, analyses and research for various purposes, including articles and studies for distribution to our other clients and prospects. Any such articles or studies will not disclose your participation or mention the inclusion of your information to any other party. Any findings from these studies that may show individual participant results will be on a blinded basis, and not attribute any finding to a specific participant.

- 1.6. **Nonconforming Services.** If the services do not conform to the requirements agreed between the parties, you will notify us promptly and we will re-perform any non-conforming services at no additional charge or, at our option, refund the portion of the fees paid with respect to such non-conforming services. The re-performance of the services or refund of the applicable fees is intended to provide an adequate remedy for any failure on our part to adhere to the requirements agreed between the parties for the performance of services.
- 1.7. **Indirect Damages.** In no event shall we or any of our affiliates and our and their respective employees, directors, officers, agents and subcontractors (the "Related Persons") be liable for any incidental, special, punitive, or consequential damages of any kind (including, without limitation, loss of income, loss of profits, or other pecuniary loss), except to the extent such liability may not be excluded as a matter of law.
- 1.8. **Joint Liability.** Where we are jointly liable to you with another party, we will to the extent permitted by law only be liable for those losses that correspond directly with our share of responsibility for the losses in question.

- 1.9. **Third Parties.** For the avoidance of doubt, Sections 1.6 and 1.7 confer rights on the Related Persons which may be enforced by any of them. Otherwise, no person who is not a party to these Brokerage Terms, any MSA, or any SOW shall have the right to enforce any of these Brokerage Terms, MSA terms, or SOW terms. We accept no responsibility for any consequences arising from any third party relying on the Work Product. If we agree to provide the Work Product to a third party, you are responsible for ensuring that the third party is made aware of the fact that they are not entitled to rely upon it. You agree to reimburse us for all costs (including reasonable legal fees) that we incur in responding to any requests or demands from third parties, pursuant to legal process or otherwise, for data or information related to the services.
- 1.10. **Force Majeure.** Neither party will be liable for any delay or non-performance of its obligations caused by an event beyond its control (a "Force Majeure Event") provided that the party affected gives prompt notice in writing to the other party of such Force Majeure Event and uses all reasonable endeavors to continue to perform its obligations. Either party may terminate any SOW by written notice to the other with immediate effect if such Force Majeure Event continues for more than 3 months.
- 1.11. **Miscellaneous.** These Brokerage Terms, together with any MSA or SOW, set out the complete and exclusive statement of agreement and understanding between the parties, which supersedes and excludes all prior or contemporaneous proposals, understandings, agreements or representations, whether oral or written, with respect to your purchase of insurance. To the extent there is a conflict between these Brokerage Terms, and an MSA and/or SOW, the relevant portions of the MSA and/or SOW will control. Any modifications of or amendments to any MSA, SOW, or a change to the services must be in writing and agreed by the parties. Should any provisions of a MSA, SOW, or any of the Brokerage Terms be declared void, illegal or otherwise unenforceable, the remainder will survive unaffected.

Neither party may assign or delegate any of its rights or obligations to any third party without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign or delegate any of its rights and obligations to an affiliate. We reserve the right to employ subcontractors to assist in providing services and to pass to them any information and materials they need to perform their work. Where we use affiliates or subcontractors to provide the services, we will remain ultimately responsible for the provision of the services.

Neither party will have any liability in respect of any statement (except in the case of fraud where the liability of each party to the other will be unlimited) made by such party or on its behalf to the other party which is not contained in an applicable MSA, SOW, or these Brokerage Terms and each party acknowledges that it has not entered into an any MSA, or SOW or will enter into a MSA or SOW, in reliance on any representation by the other party which is not contained in the MSA, the applicable SOW, or these Brokerage Terms.

We do not tolerate unethical behavior either in our own activities or in those with whom we seek to do business. We will comply with applicable laws, regulations, and rules.

- 1.12. **Sanctions and Export Control.** Sanctions and export control laws from Canada, the EU, United States, and other government authorities prohibit companies, including Willis Towers Watson, from conducting business in certain jurisdictions or with certain individuals. The restrictions may differ based on your business activity, ownership structure, and the location or nationality of your employees. Please inform us of any insurance or service requirements you have which touch upon goods, countries, entities or individuals subject to any sanctions or export controls. We will comply with all applicable sanctions and export control laws, and we are not responsible for actions taken by third parties based on their own sanctions or export control constraints.
- 1.13. **Dispute Resolution.** The parties agree to work in good faith to resolve any disputes arising out of or in connection with the services provided under these Brokerage Terms. If a dispute cannot be resolved it will be submitted to non-binding mediation to be conducted by (in the US) Judicial Arbitration and Mediation Services (JAMS) or (in Canada) the National Mediation Rules of the ADR Institute of Canada then in force before either party pursues other remedies hereunder. If the mediation does not resolve the dispute and a party or both parties wish to pursue other remedies, the parties agree that their legal dispute will be resolved without a jury trial and agree not to request or demand a jury trial. To the fullest extent permitted by applicable law, the parties hereby irrevocably waive any right they may have to demand a jury trial.

- 1.14. To the extent the foregoing jury trial waiver is not enforceable under the governing law, except as provided below, any dispute arising out of or in connection with these Brokerage Terms which the parties are unable to resolve between themselves or through mediation as provided above, will be resolved by binding arbitration in the state or province as provided for in Section 1.14 below, or other mutually agreed location, before a panel of three arbitrators in accordance with the (in the US) Commercial Arbitration Rules of the American Arbitration Association or (in Canada) the Canadian Arbitration Rules of the ICDR Canada. Under these circumstances, the arbitration proceeding will be the sole and exclusive means for resolving any dispute between the parties, except for any dispute involving the ownership or use of work product or intellectual property, provided that either party may seek an injunction or other equitable relief if such action is necessary to avoid irreparable damage or to preserve the status quo. Each party will have the right to select one of the arbitrators and the two arbitrators so selected will agree on the choice of the third arbitrator. Each party will bear the expenses of the arbitrator it selects and one-half of the expenses of the third arbitrator and other costs related to the arbitration. Judgment on the award rendered by the arbitrators will be final and binding, and may be entered in any court having jurisdiction thereof. The arbitration proceeding will be confidential.
- 1.15. **Governing Law.** Any controversy, dispute or claim of any kind between the parties will be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.
- 1.16. **Additional Provisions Applicable Only to Health and Benefits Services.**
- 1.16.1. If and to the extent that any portion of Willis Towers Watson's compensation is to be paid by or on behalf of any employee health or other welfare benefit plan ("Plan"), including commissions derived from Plan assets, then you will secure the approval of the applicable Plan fiduciaries for such portion of our compensation. You, and if applicable, the Plan fiduciaries, and not Willis Towers Watson, will determine whether any payment utilizing, or deriving from, Plan assets is appropriate. Willis Towers Watson will provide details concerning its charges to enable you, and if applicable, the Plan fiduciaries to make such determinations, but any information that Willis Towers Watson provides to you with its invoices or otherwise should not be construed as advice regarding the appropriate use of Plan assets. You, and if applicable, the Plan fiduciaries are encouraged to consult with legal counsel regarding such matters. Unless you tell us otherwise, in providing our services we will assume that the employee welfare benefits you provide to your employees and with respect to which we provide services have been wrapped into a single Plan. To the extent that you or your Plan enter into an Administrative Services Only contract with a Third party Administrator pursuant to which Willis Towers Watson receives a directed fee, you represent that all administrative fees are paid by you out of your general assets and will not be charged to the Plan.
- 1.16.2. Willis Towers Watson is not being engaged as a fiduciary or to provide investment advice and does not and will not perform or assume any fiduciary or trust responsibilities or liability in connection with the performance of the services. You agree that the services to be performed by Willis Towers Watson under an applicable Statement of Work are ministerial and not fiduciary in nature, that Willis Towers Watson has no discretionary authority or control with respect to the management or administration of your employee benefit plan(s) or any Plan assets, that Willis Towers Watson is not providing any advice with respect to products that may have an investment component, and that Willis Towers Watson's compensation has not been set at levels intended to compensate it for assuming fiduciary liability. You retain full responsibility for decisions to purchase or not purchase insurance policies, all claims for benefits against the Plan and any other discretionary decisions by the Plan or any fiduciary, trustee, Plan administrator, or Plan committee.
- 1.16.3. You agree that you are responsible for your own access to and use of employee data, and that all persons whom you direct or request Willis Towers Watson to share employee data with are authorized to receive the employee data.
- 1.16.4. In the event that you and/or any of the employee benefit plans sponsored by you need to enter into business associate agreements with Willis Towers Watson to satisfy the requirements of the Health Insurance Portability and Accountability Act, the regulations implementing that Act (the "Standards for Privacy of Individually Identifiable Health Information," codified at 45 C.F.R. parts 160 and 164), or any other similar law, the parties will execute an agreement in compliance with these requirements.

2. Brokerage Terms and Conditions

- 2.1. The services we provide to you will rely in significant part on the facts, information and direction provided by you or your authorized representatives. In order to make our relationship work, we must each provide the other with accurate and timely facts, information and direction as is reasonably required. You must provide us with complete and accurate information regarding your loss experience, risk exposures, and changes in the analysis or scope of your risk exposures and any other information reasonably requested by us or insurers. It is important that you advise us of any changes in your business operations that may affect our services or your insurance coverages. Therefore, all information which is material to your coverage requirements or which might influence insurers in deciding to accept your business, finalizing the terms to apply and/or the cost of cover, or deciding to pay a claim, must be disclosed. Failure to make full disclosure of material facts might potentially allow insurers to avoid liability for a particular claim or to void the policy. This duty of disclosure applies equally at renewal or modification of your existing coverage and upon placement of new lines of coverage. You agree that Willis Towers Watson will not be responsible for any consequences arising from any delayed, inaccurate or incomplete information.
- 2.2. An insurer quote is an offer to provide coverage. Offers can be modified or withdrawn prior to your acceptance through your order to bind coverage. The quote itself is not a legally binding commitment or a confirmation of actual coverage. Should you choose to bind coverage, we will secure a formal commitment, typically in the form of a binder on a form issued or approved by the insurer(s) at issue. The quotes we will provide to you are based upon the information that you have provided to us. If you discover that previously submitted information is inaccurate or incomplete, please advise us immediately so that we can attempt to revalidate terms with insurers.
- 2.3. At the time of binding, we review the financial soundness of the insurers we recommend to provide your coverages based on publicly available information, including that produced by well-recognized rating agencies. Upon request, we will provide you with our analysis of such insurers. We do not guarantee or warrant the solvency of any insurer or any intermediary that we may use to place your coverage.
- 2.4. If you have a multi-year policy, it is important that you understand the limitations associated with the coverage options and the possibility that the financial strength of the insurer may change throughout the term of the policy. We recommend that you review the insurer's ratings for any downgrades during the term of this multi-year policy.
- 2.5. The final decisions with respect to all matters relating to your insurance coverages, risk management, and loss control needs and activities are yours. We will procure the insurance coverage chosen by you, including the limits you choose, prepare or forward insurance binders, if applicable, and review and transmit policies to you.
- 2.6. We will review all binders, policies and endorsements to confirm their accuracy and conformity to negotiated specifications and your instructions and advise you of any errors in, or recommended changes to, such documents. You agree that you will also review all such documents and promptly advise us of any questions you have or of any document or provision which you believe may not be in accordance with your instructions as soon as possible, and in no event longer than two weeks, after you receive them. Your coverage is defined by the terms and conditions detailed in your insurance policies and endorsements. Your review of these documents, and any review you may seek from outside legal counsel or insurance consultants, is expected and essential.
- 2.7. We will inform you of the reporting requirements for claims, including where claims should be reported and the method of reporting to be used, if applicable. Please carefully review any claims-reporting instructions or information we provide. Failure to timely and properly report a claim may jeopardize coverage for the claim. In addition, you should retain copies of all insurance policies and coverage documents as well as claims-reporting instructions after termination of the policies because in some cases you may need to report claims after termination of a policy.
- 2.8. Our compensation may be revised if you request a change in the coverages and/or services we provide under the SOW or these Brokerage Terms and we enter into a written agreement documenting any change in coverages, services and compensation. If we are compensated by commissions paid by insurers, we will be entitled to retain the commissions for new coverages, revised coverages, or other material change in coverages.

- 2.9. If your insurance risks are in more than one jurisdiction, we, where required, will work with you and insurers to determine the allocation of premium between applicable jurisdictions, and the amount of insurance premium tax payable in each jurisdiction. In providing such services, Willis Towers Watson is acting in its capacity as an insurance broker, not as your tax advisor. You should seek your own advice in relation to such tax laws where you consider it necessary. We will not be liable to you should the apportionment of premium or amount of tax payable under the policy be challenged by any tax authority. In addition, we will not be liable to you should the insurers fail, or refuse, to collect and pay such insurance premium tax to the relevant authorities.
- 2.10. You will provide immediately available funds to pay premiums by the dates specified in the insurance policies, invoices, or other payment documents. Failure to pay premium on time may prevent coverage from incepting or result in cancellation of coverage by the insurer. You agree that we are not responsible for any consequences arising from any delay or failure by you to pay the amount due by the indicated date.
- 2.11. You may use a premium finance company, property appraiser, structured settlement firm or other similar service provider in connection with the insurance coverages we place for you. Premium finance options are not always available, but where they are, Willis Towers Watson currently works with industry leading finance providers for this service. Where permitted by law, we receive a fee for the services we provide those companies. These services include, but are not limited to, processing the premium finance applications and marketing and sales support they do not have. If you would like more information about the fee we receive, please let us know.
- 2.12. We will handle any premiums you pay through us and any funds which we receive from insurers or intermediaries for payment or return to you in accordance with applicable province/territory, state and federal insurance laws and regulations and province/territory and state unclaimed property laws. We may transfer your funds directly to insurers or to third parties such as wholesale brokers, excess and surplus lines brokers, or managing general agents to carry out transactions for you.
- 2.13. Where we collect funds from you, you agree that we may receive and retain interest on such funds from the date we receive the funds until we pay them to the insurers, intermediaries, or other third parties in the course of providing services, or until we return them to you after we receive such funds.
- 2.14. Unless otherwise provided in writing, you agree that we may use your company name and logo in marketing materials and for internal Willis Towers Watson use.
- 2.15. Unless otherwise agreed in writing, in the event of termination, we will be entitled to receive and retain any commissions payable under the terms of our commission agreements with the insurers in relation to policies placed by us, whether or not the commissions have been received by us.
- 2.16. Our obligation to render services to you ceases on: (a) the effective date of termination of the SOW, or (b) if you have not entered into a SOW, the earlier of: (i) 60 days prior written notice by either party terminating the services, or (ii) with respect to any coverage subject to these Brokerage Terms, the effective date of a change in your broker of record for that coverage (the "Termination Date"). Nevertheless, we will take reasonable steps to assist in the orderly transition of matters to you or to a new insurance broker. Claims and premium or other adjustments may arise after the Termination Date, and we have no responsibility to handle these things after our relationship ends. Such items are normally handled by the insurance broker serving you at the time the claim or adjustment arises. However, we will consider providing such services after the Termination Date for mutually agreed additional compensation. Nevertheless, we will process all remaining deposit premium installments on the policy(ies) in effect on the Termination Date.
- 2.17. The insurance market is complex, and there could be other relationships which are not described in this document which might create conflicts of interest. If a conflict arises for which there is no practicable way of complying with this commitment, we will promptly inform you and withdraw from the engagement, unless you wish us to continue to provide the services and provide your written consent. Please let us know in writing if you have concerns or we will assume that you understand and consent to our providing our services pursuant to these Brokerage Terms.

3. Brokerage Disclosures

- 3.1. If a Willis Towers Watson affiliate or office located outside of Canada or the United States serves as an intermediary in the placement of your coverages, it will also earn and retain compensation for providing those services, which compensation may not be included in the fee.
- 3.2. To the extent Willis Towers Watson is compensated by commissions paid to us by insurers, they will be earned for the entire policy period at the time we place policies for you. We will be paid the commission percentage stated for the placement of your insurance as indicated, and will receive the same commission percentage for all subsequent renewals of this policy unless a different commission percentage is disclosed to you, or unless the insurer changes its commission rates, in which case the new commission rate will be disclosed to you before placement of the policy.
- 3.3. The compensation that will be paid to Willis Towers Watson will vary based on the insurance contract it sells. Depending on the insurer and insurance contract you select, compensation may be paid by the insurer selling the insurance contract or by another third party. Such compensation may be contingent and may vary depending on a number of factors, including the insurance contract and insurer you select. In some cases, other factors such as the volume of business Willis Towers Watson provides to the insurer or the profitability of insurance contracts Willis Towers Watson provides to the insurer also may affect compensation. Willis Towers Watson may accept this compensation in locations where it is legally permissible, and meets standards and controls to address conflicts of interest. Whether or how much insurers may pay in such compensation does not play any role in Willis Towers Watson's placement recommendations on behalf of its clients. If you prefer that we not accept this compensation related to your policy, please notify us in writing and we will request that your insurer(s) exclude your business from their payment calculations.
- 3.4. Upon request, Willis Towers Watson will provide you with additional information about the compensation Willis Towers Watson expects to receive based in whole or in part on your purchase of insurance, and (if applicable) the compensation expected to be received based in whole or in part on any alternative quotes presented to you.
- 3.5. Willis Towers Watson may place your insurance or other business with members of a panel of insurers or other vendors. Willis Towers Watson develops panels of insurers and vendors in certain market segments. Participating insurers and vendors are reviewed on a variety of factors. Commission or fee rates on panel placements may be higher than rates paid on business placed outside of the panel process. Willis Towers Watson discloses its commission rates to clients on quotes obtained through the panel process prior to binding the coverage. In some instances, insurers or vendors pay an administration or management fee to participate in the panel process or for additional reporting. In some instances, Willis Towers Watson may earn a referral fee for referring your business to certain vendors.
- 3.6. In some cases the use of a wholesale broker may be beneficial to you. We will not directly or indirectly place or renew your insurance business through a wholesale broker unless we first disclose to you in writing any compensation we or our corporate parents, subsidiaries or affiliates will receive as a result.
- 3.7. If wholesalers, underwriting managers or managing general agents have a role in providing insurance products and services to you, they will also earn and retain compensation for their role in providing those products and services. If any such parties are corporate parents, subsidiaries or affiliates of ours, any compensation we or our corporate parents, subsidiaries or affiliates will receive will be included in the total compensation we disclose to you. If such parties are not affiliated with us, and if you desire more information regarding the compensation those parties will receive, please contact us and we will assist you in obtaining this information.
- 3.8. Commission schedules and other compensation arrangements related to our services on your behalf may change over time and may not always be congruent with your specific policy period. Willis Towers Watson will provide you with accurate information to the best of our knowledge when information is presented to you, but it is possible that compensation arrangements may change over time. We will update you on any changes to our compensation prior to your renewal, and will do so at any time upon your request.
- 3.9. As an insurance intermediary, we normally act for you. However, we or our corporate parents, subsidiaries or affiliates may also provide services to insurers for which we may earn compensation. These services may include, for example, (a) acting as a managing general agent, program manager or in other similar capacities which give us binding authority enabling us to accept business on their behalf and

immediately provide coverage for a risk; (b) arranging lineslips or similar facilities which enable an insurer to bind business for itself and other insurers; (c) managing lineslips for insurers; or (d) providing third party administration and other services to insurers. Contracts with these insurers may grant us certain rights or create certain obligations regarding the marketing of insurance products provided by the insurers. We may place your insurance business under such a managing general agent's agreement, binding authority, lineslip or similar facility when we reasonably consider that these match your insurance requirements/instructions. When we intend to do so, we will inform you and disclose that we will receive compensation related to these services. In addition, these services may include providing services to insurers as a client. For example, we or they may provide consulting, brokerage, outsourced administration, or reinsurance services to insurer clients. In such cases, we or they will be compensated separately for the services provided to those insurer clients. Some of these insurer clients may happen to be insurers with whom we place your insurance coverages. The services provided to you and the services provided to our insurer clients are separate and any compensation earned for the services provided to insurer clients are separate from and in addition to the compensation we earn for the services we provide you under these Brokerage Terms.

- 3.10. We are members of a major international group of companies. In addition to the commissions received by us from insurers for placement of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by our corporate parents or affiliates), may earn and retain usual and customary commissions for their role in providing insurance products or services to you under their separate contracts with insurers or reinsurers.
- 3.11. To comply with applicable anti-money laundering regulations there are times when we may ask clients to confirm (or reconfirm) their identity. We may need to do this at the time you become a client or have been one for some time or for example, when checking details on proposal forms and transferring claims payments. This information may be shared with other subsidiaries of Willis Towers Watson PLC and where we deem necessary with regulatory or law enforcement bodies. Please note that we are prohibited from disclosing to you any report we may make based on knowledge or suspicion of money laundering, including the fact that such a report has been made.

We have systems that protect our clients and ourselves against fraud and other crime and we may utilize the services of third parties in order to identify and verify clients. Client information can be used to prevent crime and trace those responsible. We may check your details against financial crime databanks. If false or inaccurate information is provided, we may be obliged to pass such details to relevant regulatory agencies that may use this information.

4. Language

- 4.1. It is the express wish of the parties that these Brokerage Terms and any related documents be drawn up in and executed in English. Les parties souhaitent expressément que cette entente et tous les documents s'y rapportant soient rédigés et signés en anglais.

5. Inquiries and Complaints

- 5.1. Your satisfaction is important to us. If you have questions or complaints, please inform the person who handles your business or contact the head of our office. Alternatively, you may call toll free 1-866-704-5115.



DEPARTMENT OF LAW

City Hall | 340 North Washington Avenue | Scranton, PA 18503 | 570.348.4105

September 29, 2020

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

RECEIVED
SEP 29 2020

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH WILLIS TOWERS WATSON FOR CONSULTANT/BENEFITS BROKER SERVICES FOR THE CITY OF SCRANTON EMPLOYEE BENEFITS FOR A PERIOD OF TWO (2) YEARS.

Very truly yours,

Joseph A. O'Brien (s)
Joseph A. O'Brien, Esquire
Acting City Solicitor

JAO/sl

FILE OF THE COUNCIL NO. _____

2020

AN ORDINANCE

AUTHORIZING THE CITY OF SCRANTON TO ALLOW THE R1-1 STOP SIGN WITH A W3-1 STOP AHEAD SIGN PLACED IN ADVANCE OF THE STOP SIGN ON PRICE STREET AT ITS INTERSECTION WITH NEWTON ROAD (S.R. 3003) TO REMAIN AS INSTALLED ON AUGUST 27, 2020.

WHEREAS, on August 24, 2020, John J. Pocius, P.E., P.L.S., City Engineer with LaBella Associates performed an on-site evaluation at the intersection of Price Street and Newton Road (S.R. 3003) and in the interest of public safety recommended that a R1-1 Stop Sign (30x30) be placed on Price Street at its intersection with Newton Road (S.R. 3003) along with a W3-1 Stop Ahead Sign in advance of the stop sign. *See* Memorandum to Tom Preambo, Director of the Department of Public Works dated September 8, 2020 attached hereto as Exhibit "A" and incorporated herein by reference thereto; and

WHEREAS, on August 27, 2020, the signs were installed; and

WHEREAS, on August 31, 2020, Corporal Justin Butler of the Scranton Police Department performed an independent evaluation and confirmed the assessment of the placement of the signs; and

WHEREAS, therefore, based on the information currently available and also upon their professional engineering experience and knowledge, it was the opinion of John J. Pocius, P.E., P.L.S., City Engineer with LaBella Associates that the R1-1 Stop Sign and W3-1 Stop Ahead Sign was warranted on Price Street at its intersection with Newton Road (S.R. 3003).

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that the R1-1 Stop Sign and W3-1 Stop Ahead Sign on Price Street at its intersection with Newton Road (S.R. 3003) is authorized and shall remain as placed on August 27, 2020.

SECTION 1. If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction such decision shall not affect any other section, clause, provision or portion of this Ordinance so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Ordinance or

any portion thereof from time to time as it shall deem advisable in the best interest of the promotion of the purposes and intent of this Ordinance, and the effective administration thereof.

SECTION 2. This Ordinance shall become effective immediately upon approval.

SECTION 3. This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Option Plans Law" and any other applicable law arising under the laws of the State of Pennsylvania.

AUTHORIZING THE CITY OF SCRANTON TO ALLOW THE R1-1 STOP SIGN WITH A W3-1 STOP AHEAD SIGN PLACED IN ADVANCE OF THE STOP SIGN ON PRICE STREET AT ITS INTERSECTION WITH NEWTON ROAD (S.R. 3003) TO REMAIN AS INSTALLED ON AUGUST 27, 2020.

- *What Department is this legislation originating from? Where did the initiative for this legislation originate?*

Department of Public Works/Scranton Police Department

- *Summary and Facts of the legislation*

On August 24, 2020, John J. Pocius, P.E., P.L.S., City Engineer with LaBella Associates performed an on-site evaluation at the intersection of Price Street and Newton Road (S.R. 3003) and in the interest of public safety recommended that a R1-1 Stop Sign (30x30) be placed on Price Street at its intersection with Newton Road (S.R. 3003) along with a W3-1 Stop Ahead Sign in advance of the stop sign. On August 27, 2020, the signs were installed. On August 31, 2020, Corporal Justin Butler of the Scranton Police Department performed an independent evaluation on August 31, 2020 and confirmed the assessment of the placement of the signs.

- *Purpose – please include the following in the explanation:*

- *What does the legislation do – what are the specific goals/tasks the legislation seek to accomplish?*

The legislation seeks to allow the stop sign and stop ahead sign on Price Street and Newton Road to remain as they were installed on August 27, 2020.

- *What are the benefits of doing this/Down-side of doing this?*

Benefits - The benefit of this legislation is desirable for the health, safety and welfare of the people in the City of Scranton, Pennsylvania.

Downside - There is no downside to this legislation as a stop sign and warning sign will be in the interest of public safety.

- *How does this legislation relate to the City's Vision/Mission/Priorities*

This legislation will help the City of Scranton maintain the health, safety and welfare of the people in the City of Scranton, Pennsylvania.

- *Financial Impact – please include the following in the explanation:*

- *Cost (initial and ongoing)*

The signs have already been placed. There are no ongoing costs.

- ***Benefits (initial and ongoing)***

The interests of public safety are met and maintained by allowing this stop sign and warning sign.

- ***Funding Sources – please include the following in the explanation:
If transferring funds, please ensure specific accounts are noted; if appropriating funds from a grant, list the agency awarding the grant.***

Department of Public Works

- ***Priority Status/Deadlines, if any***

None.

- ***Why should the Council unanimously support this legislation?***

The Ordinance is in the best interest of the public safety.

- ***Include any other pertinent details and/or relevant information that the Council should be aware of:***

None at this time.



BUREAU OF ENGINEERING

101 WEST POPLAR STREET • SCRANTON, PENNSYLVANIA 18508 • PHONE: 570-348-4180 • FAX: 570-348-0197

TO: Tom Preambo, Director
Department of Public Works

FROM:  John J. Pocius, P.E., P.L.S., City Engineer
LaBella Associates

DATE: September 8, 2020

RE: *Stop Sign Request*
Price Street and Newton Road (S.R. 3003)

As requested in your email dated August 24, 2020, we performed an on-site evaluation of the above referenced intersection to determine if a stop sign is warranted.

Based on our assessment and our professional engineering experience and judgement, in the interest of public safety, we recommend that a R1-1 Stop Sign (30"x30") be installed on Price Street at its intersection with Newton Road (S.R. 3003). Also, a W3-1 Stop Ahead Sign be placed in advance of the Stop Sign.

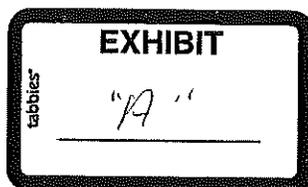
It is my understanding that the signs were installed on Thursday, August 27, 2020. Corporal Justin Butler, Scranton Police Department, performed an independent evaluation on Monday, August 31, 2020 and confirmed our assessment.

If there are any questions on this matter, do not hesitate to contact our office at (570) 904-6189.

JJP/mal

Z:\2018 Projects\2182247 Scranton City Engineer 2018-2021\Correspondence\Preambo_Stop Sign Req Price & Newton_09-08-2020.Doc

C. Patricia A. Lafferty, Esquire, Assistant City Solicitor
QA/QC File





DEPARTMENT OF LAW

City Hall | 340 North Washington Avenue | Scranton, PA 18503 | 570.348.4105

September 22, 2020

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

RECEIVED
SEP 22 2020

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AUTHORIZING THE CITY OF SCRANTON TO ALLOW THE R1-1 STOP SIGN WITH A W3-1 STOP AHEAD SIGN PLACED IN ADVANCE OF THE STOP SIGN ON PRICE STREET AT ITS INTERSECTION WITH NEWTON ROAD (S.R. 3003) TO REMAIN AS INSTALLED ON AUGUST 27, 2020.

Very truly yours,

Joseph A. O'Brien (S)

Joseph A. O'Brien, Esquire
Acting City Solicitor

JAO/sl

FILE OF THE COUNCIL NO. _____

2020

AN ORDINANCE

AMENDING FILE OF THE COUNCIL NO. 4, 2020, ENTITLED "AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS FOR THE CITY OF SCRANTON TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT THE CONSOLIDATED SUBMISSION FOR COMMUNITY PLANNING AND DEVELOPMENT PROGRAMS TO BE FUNDED UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM AND EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM FOR THE FIVE (5) YEAR CONSOLIDATED PLAN, ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE, AND ANNUAL ACTION PLAN FOR THE PERIOD BEGINNING JANUARY 1, 2020. " BY AMENDING THE 2020 ACTION PLAN PROGRAMMING BY \$522,531.00 IN CDBG-CV FUNDS MADE AVAILABLE BY THE CARES ACT.

WHEREAS, the City of Scranton through the Office of Economic and Community Development has received CDBG-CV funding in the amount of Five Hundred Twenty Two Thousand Five Hundred Thirty One Dollars (\$522,531.00) under the Coronavirus Aid, Relief, and Economic Security (CARES) Act (See Exhibit A); and

WHEREAS, the CDBG-CV funding in the amount of \$522,531.00 will be used for preparing, responding and recovering activities including: \$200,000.00 for children's services to offset the impact of COVID -19 including quality childcare, transportation and educational needs; and \$300,000.00 for small business relief- including technical assistance and small business relief grants/loans and COVID mitigation; workforce/job training including technical training, digital literacy, financial literacy, transportation, English as a second language (ESL); and grant administration/planning \$22,531.00; and

WHEREAS, there is a substantial need for the funding; and

WHEREAS, the United States Department of Housing and Urban Development has required a recipient of the CARES Act funding to Amend its 2020 Action Plan, the City is required to do a Substantial Amendment to the 2020 Annual Action Plan (See "Exhibit B").

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY

OF SCRANTON that File of the Council No. 4, 2020 is hereby amended to amend the 2020 Action Plan as follows: CDBG-CV funding in the amount of \$522,531.00 will be used for preparing, responding and recovering activities including:

\$200,000.00 for children's services to offset the impact of COVID -19 including quality childcare, transportation and educational needs; and \$300,000.00 for small business relief-including technical assistance and small business relief grants/loans and COVID mitigation; workforce/job training including technical training, digital literacy, financial literacy, transportation, English as a second language (ESL); and grant administration/planning \$22,531.00.

SECTION 1. In all other respects File of the Council No. 4, 2020 shall remain in full force and effect.

SECTION 2. If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decisions shall not affect any other section, clause, provision or portion of this Ordinance so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Ordinance or any portion thereof from time to time as it shall deem advisable in the best interest of the promotion of the purposes and intent of this Ordinance, and the effective administration thereof.

SECTION 3. This Ordinance shall become effective immediately upon approval.

SECTION 4. This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of the Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

What Department is this legislation originating from? Where did the initiative for this legislation originate?
OECD - Substantial Amendment due to CARES Act

Summary and Facts of the legislation

AMENDING THE 2020 ACTION PLAN BY PROGRAMMING \$522,531 IN CDBG-CV FUNDS MADE AVAILABLE BY THE CARES ACT.

Purpose – please include the following in the explanation:

What does the legislation do – what are the specific goals/tasks the legislation seek to accomplish

What are the benefits of doing this/Down-side of doing this

How does this legislation relate to the City's Vision/Mission/Priorities

Amending the 2020 Action plan to include CARES Act Funding

The Funding is necessary due to issues caused by the Covid Pandemic.

Financial Impact – please include the following in the explanation:

Cost (initial and ongoing)

Benefits (initial and ongoing)

\$522,531 IN CDBG-CV FUNDS MADE AVAILABLE BY THE CARES ACT AND PROGRAMMING.

Funding Sources – please include the following in the explanation:

If transferring funds, please ensure specific accounts are noted; if appropriating funds from a grant, list the agency awarding the grant.

CARES Act

Priority Status/Deadlines, if any

Why should the Council unanimously support this legislation?

There is a substantial need for the funding.

Include any other pertinent details and/or relevant information that the Council should be aware of:



ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

September 11, 2020

The Honorable Paige Cagnetti
Mayor of Scranton
340 N Washington Avenue
Municipal Building
Scranton, PA 18503-1582

Dear Mayor Cagnetti:

I am pleased to inform you of a special allocation to your jurisdiction of Community Development Block Grant funds to be used to prevent, prepare for, and respond to the coronavirus (COVID-19). This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed by President Trump on March 27, 2020, to respond to the growing effects of this historic public health crisis.

The CARES Act made available \$5 billion in Community Development Block Grant Coronavirus (CDBG-CV) funds. Of this amount, the Department immediately allocated \$2 billion on March 27, 2020, the same day President Trump signed the Act, based on the fiscal year 2020 CDBG formula; this constituted the first round of CDBG-CV funds. Next, \$1 billion was required by the Act to be allocated to States and insular areas within 45 days of enactment of the Act; HUD accomplished this on May 11, 2020, and this constituted the second round of CDBG-CV funds. Finally, the remaining \$2 billion in CDBG-CV funds was required by the Act to be allocated to states and local governments at the discretion of the Secretary on a rolling basis; HUD accomplished this on September 11, 2020, and this constituted the third round of CDBG-CV funds. Additionally, up to \$10 million will be set aside for technical assistance.

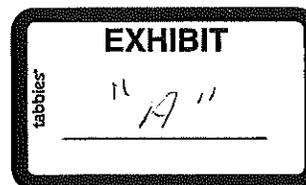
Accordingly, this letter informs you that your jurisdiction's allocation for the third round is \$522,531. Your cumulative amount for all allocation rounds is \$2,172,152.

The CARES Act adds additional flexibility for both the CDBG-CV grant and, in some cases, for the annual FY2019 and FY2020 CDBG grants in these unprecedented times. The public comment period is reduced to not less than 5 days, grantees may use virtual public hearings when necessary for public health reasons, the public services cap is suspended during the emergency, and States and local governments may reimburse costs of eligible activities incurred for pandemic response regardless of the date.

In addition, the CARES Act authorizes the HUD Secretary to grant waivers and alternative requirements of statutes and regulations the HUD Secretary administers in connection with the use of CDBG-CV funds and fiscal year 2019 and 2020 CDBG funds (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment). Waivers and alternative

www.hud.gov

espanol.hud.gov



requirements can be granted when necessary to expedite and facilitate the use of funds to prevent, prepare for, and respond to coronavirus.

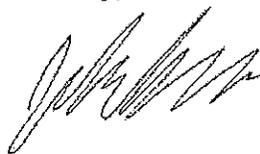
The CDBG CARES Act Federal Register Notice (FR-6218-N-01) was released on August 10, 2020. The notice describes the allocations and grant procedures applicable to the CDBG-CV grants. It also describes the program flexibilities, waivers, and alternative requirements that apply to the CDBG-CV grants as well as the fiscal year 2019 and 2020 CDBG grants. As further such flexibilities become available, they will be posted on HUD's website and distributed to grantees. The Department will also support grantees with technical assistance.

As you develop your plan for the use of these grant funds, we encourage you to consider approaches that prioritize the unique needs of low- and moderate-income persons and the development of partnerships between all levels of government and the private for-profit and non-profit sectors. You should coordinate with state and local health authorities before undertaking any activity to support state or local pandemic response. CDBG-CV grants will be subject to oversight, reporting, and the requirement that each grantee have adequate procedures to prevent the duplication of benefits (DOB). HUD will provide guidance and technical assistance on DOB, the prevention of fraud, waste, and abuse, and on documenting the impact of this program for beneficiaries.

Reminder, all CPD Grantees must ensure they maintain active Dun and Bradstreet Numbering System (DUNS) numbers in the System for Award Management (SAM) system. Entities must have an active and unexpired DUNS before execution of grant agreements to avoid delays in the obligation of funds- which will delay your ability to drawdown funds in the Integrated Disbursement & Information System (IDIS). Grantees are required to maintain an active SAMs registration by re-activating their DUNS number annually in the SAM system for the entire drawdown period of their grants. DUNS numbers can be registered and renewed each year at the following website: <https://www.sam.gov/SAM/>.

The Office of Community Planning and Development (CPD) is looking forward to working with you to successfully meet the urgent and complex challenges faced by our communities. If you or any member of your staff has questions, please contact your local CPD Field Office Director or CPDQuestionsAnswered@hud.gov.

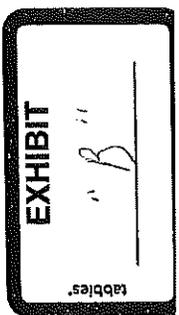
Sincerely,



John Gibbs
Acting Assistant Secretary
for Community Planning and Development
U.S. Department of Housing and Urban Development

Received **2020 Applications Received** **2020 Community Development Block Grant** **Community Development Block Grant (CDBG)** **(Estimated \$2,500,000) 2020 Actual Allocation - \$2,504,130 / Public Services Cap \$420,418**

A	B	C	D	E	F	G	H	I	J	K	L	M	N
City of Scranton- OECD	08/25/19	340 N. Washington Ave., Scranton PA 18503	Tom Preambo, Deputy Director of OECD	Sidewalks & Streetscape Improvements	The Administration and coordination for the design and construction of new public sidewalks with ADA ramps, streetscape and lighting improvements that will serve to increase economic development in selected areas within the City of Scranton.	03L	LMA	\$400,000.00	95%	\$255,465.00	CAC	Council Approved X/07/2020	Public Estv. Original Approval X/07/2020
City of Scranton- OECD	07/18/19	340 N. Washington Ave., Scranton PA 18503	Tom Preambo, Deputy Director of OECD	Re-Construction of city street including installation of ADA curb ramps	The administration and coordination for the design and reconstruction of public streets with ADA ramps. Approx. 50 to 75 average city blocks.	03L	LMA	\$1,500,000.00	95%	\$500,000.00			
City of Scranton- OECD	07/18/19	340 N. Washington Ave., Scranton PA 18503	Tom Preambo, Deputy Director of OECD	Main Park improvements Phase 3	The Administration and coordination for the design and reconstruction of the Basketball Court, construction of a Park Pavilion and installation of security cameras.	03L	LMA	\$204,500.00	80%	\$204,500.00			
St. Joseph's Center	08/01/19	1213 Prospect Ave., Scranton PA 18505	Sister Maryalice Jacquelin	Mother Infant Program	The Center provides individuals and families who have special needs the opportunity to develop their abilities and potential to the fullest extent possible through residential, community and home-based services, outpatient therapy, maternity/family and adoption services.	05L	LMC	\$25,000.00	93%	\$25,000.00			
Scranton OECD	08/05/19	340 N. Washington Ave., Scranton PA 18503	Digna Patel, Director of Finance and Compliance of OECD	CDBG for HOME	2018 CDBG Administration for HOME Program per 570.205 Matrix.	21H	NA	\$35,000.00	95%	\$35,000.00			
City of Scranton- OECD	08/05/19	340 N. Washington Ave., Scranton PA 18503	Digna Patel, Director of Finance and Compliance of OECD	CDBG Administration	Administration costs = 18.5%	21A	NA	\$502,000.00	95%	\$485,000.00			
City of Scranton- OECD	08/05/19	340 N. Washington Ave., Scranton PA 18503	Digna Patel, Director of Finance and Compliance of OECD	Section 108 Loan Payment	Payment of 2020 Section 108 Loan.	19F	NA	\$215,695.00	100%	\$215,695.00			



2020 Applications Received
Community Development Block Grant (CDBG)
Community Development Block Grant - \$2,800,000 / 2020 Actual Allocation - \$2,804,710 / Public Service Cap \$410,518

A	B	C	D	E	F	G	H	I	J	K	L	M	N
2020 Community Development Block Grant													
						Matrix Code	National Objective	Proposed Amt	OECD Score	Proposed Amt	Public Serv	Council Approved	Public Serv
1	United Neighborhood Centers of Northeastern Pennsylvania	1004 Jackson St., Scranton PA, 18504	Lisa Durkin, President and CEO	Illumination Youth Arts	Provide low-income, at-risk youth, ages 6-18, with artistic education and experience during after-school hours.	05D	LMC	\$20,000.00	98%		\$20,000.00		
11	United Neighborhood Centers of Northeastern Pennsylvania	340 St. Andrew Ln., Tunkhannock, PA 18657	Lisa Durkin, President and CEO	Project Hope	To serve low-income children in the City of Scranton, ages 5-12, through summer camp that meets educational, nutritional, and recreational needs.	05L	LMC	\$80,000.00	80%		\$80,000.00		
12	United Neighborhood Centers of Northeastern Pennsylvania	629 Cedar Ave., Scranton, PA 18504	Lisa Durkin, President and CEO	SCOLA Learning Center	To provide adult literacy and English as a Second Language classes to residents of the City of Scranton.	06H	LMC	\$20,000.00	92%		\$20,000.00		
13	United Neighborhood Centers of Northeastern Pennsylvania	410 Olive St., Scranton, PA 18505	Lisa Durkin, President and CEO	Condemnation Assistance Program	To provide on-call, 24-7 case management and emergency assistance to individuals displaced through the City of Scranton's Code Enforcement Program.	05Q/05S	LMC	\$40,000.00	100%		\$40,000.00		
14	Catherine McAuley Center	430 Pileston Ave., Scranton, PA 18505	Kristie Somers, Executive Director	Rapid Rehousing Support for Homeless Women Exiting Emergency Shelters	Six months of case management support and rental assistance for 3 women and their children move toward permanent housing.	05S	LMC	\$12,000.00	95%		\$12,000.00		
15	City of Scranton-OECD	340 N. Washington Ave., Scranton PA 18503	Tom Preambo, Deputy Director of OECD	Developing Job Creation Opportunities	The Administration and coordination of the City of Scranton's OECD Business Loan Program to provide infrastructure improvements to benefit low-to-moderate income persons through job creation where 5% of the positions created are held by low/moderate income persons.	16A	LMI	\$500,000.00	95%	\$100,000.00			
16	Boys and Girls Club of NEPA	609 Ash St., Scranton, PA 18510	Triela Thomas, Executive Director	Security System Project	A new comprehensive security system for our building is desperately needed to keep our kids, staff, community and building safe.	03Z	LMA	\$77,798.00	90%		\$77,798.00		
17	Boys and Girls Club of NEPA	609 Ash St., Scranton, PA 18510	Triela Thomas, Executive Director	Park II Program	The Park II Program is the neighborhood version of the City of Scranton and the Scranton School District's sites in low-income neighborhoods to provide programming.	05L	LMC	\$41,410.00	90%		\$41,410.00		
18													

Received

2020 Community Development Block Grant

Community Development Block Grant (CDBG)

(Estimated \$2,000,000) 2020 Actual Allocation - \$2,824,130 / Public Service Gap \$432,418

A	B	C	D	E	F	G	H	I	J	K	L	M	N
Agency	Date	Address	Project Name	Project Description	Matrix Code	National Objective	Estimated Amt.	Proposed Amt.	OSCD Score	CAG	Qualifying	Council Approved	Public Service
1													
2													
3													
19	08/14/19	100 South Washington Ave., Scranton PA 18503	Neighborhood Police Patrol	Designated police officers to work only in low to moderate income areas of Scranton.	05I	LMA	\$276,202.00		85%		\$2,700		
	08/15/19	123 Wyoming Ave., Scranton PA 18503	Head Start Center	Replace outdated surface area and playground equipment at 637-638 Madison Ave.	3	LMC/LMA	\$85,000.00	\$85,000.00	80%				
20	09/15/19	123 Wyoming Ave., Scranton PA 18503	Weatherization Program	45 homes in Scranton eligible to receive weatherization services under LIHEAP. Those low income homes can not receive until deferral issue is resolved.	14F	LMC	\$80,000.00	\$80,000.00	95%				
21	08/20/19	504 Penn Avenue, Scranton PA 18503	St. Anthony's Haven	Renovation of non-vy rooms into temporary homeless individuals. All rooms will receive new acoustical ceilings, tile flooring, replacement of damaged sheetrock, new doors and frames, counter tops in kitchen, chair rail in dining area, new LED lights.	03C	LMC	\$93,672.00	\$93,672.00	80%				
22	08/23/19	340 N. Washington Ave., Scranton PA 18503	Demolition of Hazardous Structures	Demolition and disposal of blighted and abandoned properties.	4	SBS	\$400,000.00	\$225,000.00	45%				
23	08/23/19	PO Box 875, Scranton PA 18501	Public Facility Improvement Project	Replacement of parking areas to include the installation of a retaining wall and a rain garden for storm water protection.	03G		\$100,000.00	\$100,000.00	90%				
24	08/22/19	982 Providence Rd., Scranton PA 18508	Connell Park	Demolition of pool house, add fence, and have park handicap accessible. Demolition of concession stand and create a playground update.	03F	LMA	\$150,000.00	\$150,000.00	91%				
25	TOTAL												\$0.00
26													\$2,824,130.00
27													\$0.00

Emergency Solutions Grant ESG 2020 Estimated Allocation \$220,000 Actual Allocation \$235,909
PASSED BY COUNCIL XX/XX/2020

Updated: 2/25/20
 \$141,545 cap on Emergency Shelter (80%)

Agency/Program	Date Rec'd	Address	Contact/Title	Remarks	Request Amt.	Rate	Com.	Actual Amt.	Approved by Council Meeting
Community Intervention Center	8/7/2019	445 North 6th Avenue Scranton, PA 18503	Kimberly Cadigan Executive Director	Rapid Re-Housing, Rapid Re-Housing is a successful community strategy for ending homelessness. This intent is to minimize the length of time an individual or family with an income remains in the limbo of homelessness by helping the household quickly re-establish stability. Rapid Re-Housing at the Community Intervention Center offers Housing Relocation and Stabilization Services: Other financial assistance (rental fees, security deposits, last month's rent, utility deposits, utility payments and moving costs	\$10,000.00	95%	\$10,000.00	\$10,000.00	
Community Intervention Center	8/7/2019	445 North 6th Avenue Scranton, PA 18503	Kimberly Cadigan Executive Director	Emergency Day Shelter Services. Essential Services. Operational seven days a week, temporary mailing address, contact board, dedicated client telephone service, storage, shower and laundry, meals, crisis intervention situational advising and referrals for behavioral health, medical, housing, employment, government entitlement assistance, transportation, and the PA ID assistance. Program Funded: no fee for services	\$20,000.00	90%	\$17,500.00	\$17,500.00	
Catherine McAuley Center	8/22/2019	430 Pillston Ave., Scranton PA 18505	Krista Somers, Executive Director	The Center offers a short-term, time-limited Transitional Housing Program for homeless or near homeless women and children. Intensive case management, case management, educational sessions, finding safe and affordable housing, transportation, job hunting, recreation and linkages to all mainstream resources.	\$12,000.00	95%	\$12,000.00	\$12,000.00	
Catherine McAuley Center	8/22/2019	430 Pillston Ave., Scranton PA 18505	Krista Somers, Executive Director	Emergency Shelter/Family Support Program works to move women and children from homelessness to some degree of independence and to assist them to take control of their lives including intensive case management, educational sessions, finding safe and affordable housing, transportation, job hunting, recreation and linkages to all mainstream resources.	\$28,000.00	95%	\$28,000.00	\$28,000.00	
Women's Resource Center	8/23/2019	PO Box 975, Scranton PA 18501	Margaret Ruddy, Executive Director	WRC Emergency Safe Housing for survivors of domestic and/or sexual violence.	\$27,763.00	93%	\$27,763.00	\$27,763.00	

Emergency Solutions Grant ESG 2020 Estimated Allocation \$220,000 Actual Allocation \$235,909
PASSED BY COUNCIL XXXX/2020

Updated: 2/26/20
 \$141,546 cap on Emergency Shelter (60%)

Applicant Name	Date Rec'd	Address	Organization	Project Title	Priority	Request Amount	Approved Amount	Approved By
Women's Resource Center	8/23/2019	PO Box 975, Scranton PA 18501	Margaret Ruddy, Executive Director	WRC is the sole provider of services for victims of domestic violence, dating violence, sexual assault, and/or stalking in Lackawanna and Susquehanna Counties.	93%	\$500.00	\$500.00	Council
Women's Resource Center	8/23/2019	PO Box 975, Scranton PA 18501	Margaret Ruddy, Executive Director	Rapid Re-Housing for survivors of domestic and/or sexual violence.	90%	\$17,755.00	\$17,755.00	Council
						\$264,711.00	\$17,693.00	Council
							\$235,909.00	Council

Received										
Estimated & 500,000 2020 Proposed Funding-HOME FUNDING - 2020 Actual Allocation \$643,392 Uninitiated: 2/25/20										
As of Date	Date	Address	Organization	Project Name	Project Description	Funded Amt	OECD SCORE	Net. Obl.	CAC Proposed Amount	XX/XX/2020 Council Approved
City of Scranton OECD	6/11/2019	340 N. Washington Ave. Scranton, PA 18510	Liza Carroll	2020 HOME CHDO	CHDO is a non-profit community based organization that has staff with capacity to develop affordable housing for the community it serves. At least 15% of HOME funds must be set aside for CHDO. OECD will bid CHDO funding out.	\$75,000.00	90%	LMI	\$96,509.00	
City of Scranton OECD	6/11/2019	340 N. Washington Ave. Scranton, PA 18510	Liza Carroll	2020 HOME ADMIN	10% of each year's HOME funding must be used for reasonable administrative and planning costs in compliance with HOME rules and regulations.	\$60,000.00	91%	LMI	\$64,339.00	
City of Scranton OECD	6/11/2019	340 N. Washington Ave. Scranton, PA 18510	Liza Carroll	Homebuyer Program	To assist income eligible homebuyers purchase homes in the City of Scranton by providing assistance with down payment and closing costs.	\$200,000.00	95%	LMI	\$131,200.00	
City of Scranton OECD	6/11/2019	340 N. Washington Ave. Scranton, PA 18510	Liza Carroll	Homeowner Housing Rehabilitation Program	Rehabilitation of homes located in the City of Scranton to comply with City Codes. Eligibility is based on income. Must be a 1-unit home, primary residence, and applicant must not hold ownership in any other property.	\$200,000.00	90%	LMI	\$131,200.00	
Scranton Lackawanna Resources Development Corporation (SLRDC)	6/15/2019	123 Wyoming Ave., Scranton PA 18503	Jim Wenseoz	2426 North Main Ave. Construction	Construction of a 3-4 bedroom home in the City of Scranton to be sold at price under \$130,000 and provide an affordable housing option.	\$200,000.00	95%	LMI	\$107,599.00	

Estimated \$600,000 2020 Proposed Funding-HOME FUNDING - 2020 Actual Allocation \$843,392 Updated: 2/25/20									
City/County	Project Name	Address	Project Manager	Project Description	Estimated Cost	OECD SCORE	Nat. Obl.	CAC Proposed Amount	XXIX/2020 Council Approved
NeighborhoodWorks Northeastern Pennsylvania	8/23/2019	1510 North Main Avenue, Scranton PA 18508	Jesse Ergot, President and -CEO	Property Renovation: TBD #2021-1	Renovation to bring property up to code and eliminate a potential source of blight in a particular Scranton neighborhood. This project includes renovating 1 unit for homeownership.	92%	LMI	\$112,545.00	
Woda Cooper Companies	8/23/2019	500 South Front St. 10th Floor, Columbus, Ohio 43215	Andrew Cohen, Senior Vice President	Scranton Senior Apartments	Scranton Senior Apartments is a new construction 4 story 50-unit independent senior (62 and older) rental housing project. The apartment building will be designed for independent seniors with appropriate support services.	83%	LMI	\$0.00	
Total:					\$1,337,545.00			\$843,392.00	\$0.00



DEPARTMENT OF LAW

City Hall | 340 North Washington Avenue | Scranton, PA 18503 | 570.348.4105

September 21, 2020

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

RECEIVED
SEP 22 2020
OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AMENDING FILE OF THE COUNCIL NO. 4, 2020, ENTITLED "AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS FOR THE CITY OF SCRANTON TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT THE CONSOLIDATED SUBMISSION FOR COMMUNITY PLANNING AND DEVELOPMENT PROGRAMS TO BE FUNDED UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM AND EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM FOR THE FIVE (5) YEAR CONSOLIDATED PLAN, ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE, AND ANNUAL ACTION PLAN FOR THE PERIOD BEGINNING JANUARY 1, 2020." BY AMENDING THE 2020 ACTION PLAN PROGRAMMING BY \$522,531.00 IN CDBG-CV FUNDS MADE AVAILABLE BY THE CARES ACT.

Very truly yours,

A handwritten signature in cursive script that reads "Joseph A. O'Brien (S)".

Joseph A. O'Brien, Esquire
Acting City Solicitor

JAO/sl

RESOLUTION NO. _____

2020

APPOINTMENT OF CHRISTINA L. MANUEL, 1801 SANDERSON AVENUE, SCRANTON, PENNSYLVANIA, 18509 AS A MEMBER OF THE BOARD OF THE SCRANTON REDEVELOPMENT AUTHORITY FOR A FIVE (5) YEAR TERM EFFECTIVE SEPTEMBER 14, 2020. MS. MANUEL WILL BE REPLACING BURT SCHWARTZ WHOSE TERM EXPIRED FEBRUARY 5, 2020 AND WAS HELD OVER, MS. MANUEL'S TERM WILL EXPIRE ON FEBRUARY 5, 2025.

WHEREAS, Burt Schwartz term on the Board of the Scranton Redevelopment Authority expired on February 5, 2020; and

WHEREAS, the Mayor of the City of Scranton desires to appoint Christina L. Manuel as a member of the Board of the Scranton Redevelopment Authority for a five (5) year term effective September 14, 2020 to replace Burt Schwartz whose term expired February 5, 2020. Ms. Manuel's term will expire on February 5, 2025; and

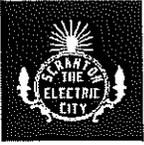
WHEREAS, Christina L. Manuel has the requisite, experience, education and training necessary to serve as a member of the Board of the Scranton Redevelopment Authority.

NOW, THEREFORE, BE IT RESOLVED that Christina L. Manuel, 1801 Sanderson Avenue, Scranton, Pennsylvania 18509 is hereby appointed as a member of the Board of the Scranton Redevelopment Authority for a five (5) year term effective September 14, 2020 to replace Burt Schwartz whose term expired February 5, 2020. Christina L. Manuel's term will expire on February 5, 2025.

SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intent of this Resolution and the effective administration thereof.

SECTION 2. This Resolution shall become effective immediately upon approval.

SECTION 3. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.



OFFICE OF THE MAYOR

City Hall | 340 North Washington Avenue | Scranton, PA 18503 | 570.348.4101

September 14, 2020

Honorable Council of the City of Scranton
340 N. Washington Avenue
Scranton, PA 18503

RE: Scranton Redevelopment Authority Appointment

Dear Council Members:

Please be advised that I am appointing Christina L. Manuel, 1801 Sanderson Avenue, Scranton, PA 18509 as a member of the Scranton Redevelopment Authority effective September 14, 2020.

Ms. Manuel will be replacing Burt Schwartz whose term expired February 5, 2020 and was held over.

Ms. Manuel's five (5) year term is effective September 14, 2020 and will expire on February 5, 2025.

I respectfully request City Council's concurrence in this appointment.

Sincerely,

Paige G. Cagnetti,

PGC/arc

Cc: Scranton Redevelopment Authority
Joseph O'Brien, Esq. Acting City Solicitor
Carl Deeley, Business Administrator
Christina L. Manuel

Sept 11, 2020

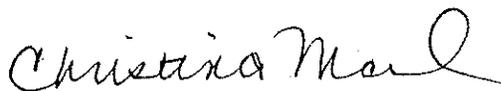
Mayor Paige G. Cagnetti
Scranton City Hall
340 N. Washington Avenue
Scranton PA 18503

Dear Mayor Cagnetti,

I am writing to express my interest in serving on the board of the Scranton Redevelopment Authority. As a lifelong Scrantonian, I look forward to the opportunity to make a difference in the city.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Christina Manuel". The signature is written in black ink and is positioned to the right of the word "Sincerely,".

Christina Manuel
Resident, City of Scranton

CHRISTINA L. MANUEL

1801 Sanderson Avenue Scranton, PA 18509

EMPLOYMENT HISTORY

United Neighborhood Centers of NEPA, Director of Community Revitalization, 2019- current

- Plan, develop, organize, and direct programs and services related to Community Revitalization in South Scranton and Pine Brook footprints.
- Leading a steering committee of community stakeholders through the planning phase of a 10-year Pine Brook community revitalization plan.
- Work to secure and administer public and private funding; oversee budgets and service delivery.
- Lead UNC's civic engagement initiatives for 2020 census and voter engagement.
- Collect data and information to evaluate program impact.
- Develop relationships with local, county & state organizations, media outlets and community leaders to foster successful partnerships to benefit the local community, and expand awareness of UNC Programs and Services.

United Neighborhood Centers of NEPA, South Side Revitalization Manager, 2017-2019

- Work within PA Department of Community and Economic Development "Elm Street" framework for community revitalization.
- Organized South Side Farmers Market. Recruited and supported local farmers and vendors to the market. Initiated promotions and events that attracts new customers to the market. Launched SNAP/EBT Double Dollar Program which doubles the value of SNAP benefits for customers at the market
- Spearheaded community events such as Welcoming Scranton and South Side Neighborhood Block Party; as well as grew profile of established community events.
- Created South Side Business Alliance to promote the businesses in South Side, and provide business support such as grants application assistance, and marketing assistance.
- Launched Cedar Iron District as a marketing initiative for the business identity of South Scranton.
- Created Entrepreneurship for Immigrants course for adult ESL Students and taught Immigrant Leadership Education & Development Program (i-Lead); created networking partnerships for our city's newest residents.
- Recruited volunteers and organizations to help implement vision and strategies of UNC's revitalization plans.

ScrantonMade, Scranton, PA, Partner/ Event Organizer, 2011- 2018

- Organize and secure sponsorships for 2 large annual events in downtown Scranton; Arts on the Square and ScrantonMade Holiday Market.
- Promote and market events through traditional and social media and blog content.
- Work with local organizations to promote economic development through art and community events.
- Art direction for events including traditional marketing and social media campaigns, promotional materials, and branding.
- Interview and provide website coverage to local businesses, sponsors and artists on scrantonmade.com.

Flowserve, Moosic, PA, Supervisor of NA Strategic Initiatives, 2012-2017

- Developed and conducted training for Sales, Pricing and Technical Support staff on commercial pricing, marketing tools, and procedures.
- Conducted frequent market analysts to identify sales opportunities and strategic focus.
- Create pricing procedures, sales marketing tools and promotion materials to drive Moosic business.
- Develop goals and metrics for monthly sales contests; drive and measure results.
- Negotiate, develop and administer special pricing agreements for large clients and to pitch potential win-back opportunities.
- Drive CIP initiatives and process changes; \$450K in cost savings in 2016.

Flowserve, Moosic, PA, Sales Support, Pricing Analyst, Parts Marketing Department, 2007-2012

- Responsible for interpretation and pricing of commercial RFQs

- Drive timely quote response to increase quotation hit rate for NA Aftermarket Parts
- Support sales with Recommended Spare Parts and special project pricing
- Drive Moosic margin performance by setting correct market level pricing while sourcing to reduce costs

United States Air Force, Contract Administrator and Buyer, 2002-2006

Yokota Air Base, Tachikawa-shi, Japan, 2002-2006

Contracting Officer, Balad Air Base, Iraq, 2004

- Administered an average of \$4M in services and commodities contracts annually; from pre-planning to purchase to contract administration and closeout.
- Negotiated complex contract terms and pricing with commercial businesses and government agencies; ensuring both parties were satisfied with the resultant contract.
- Managed entire communications budget during deployment at Balad AB, Iraq; responsible for allocation of over \$3M of government budget to local Iraqi contractors.

AWARDS/RECOGNITION

- Air Force Commendation Medal, for support in Operation Iraqi Freedom, Balad, Iraq 2004
- Air Force Achievement Medal, Yokota Air Base, Japan 2002-2006
- Zenko-Kai Good Deed Award, Japanese Government (for outreach work with Keimei Gakuen Orphanage in Akishima City, Japan), 2004.

EDUCATION

PENNSYLVANIA DOWNTOWN CENTERS, Harrisburg, PA
Completion of Community Revitalization Academy, 2019

UNIVERSITY OF MARYLAND, UNIVERSITY COLLEGE, Asian Division
Bachelors of Art in English Literature, 2006

UNIVERSITY OF NEW YORK, FIT, NEW YORK, NY
Associates in Applied Science, Advertising and Communications, 1998



DEPARTMENT OF LAW

City Hall | 340 North Washington Avenue | Scranton, PA 18503 | 570.348.4105

September 12, 2020

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

RECEIVED
SEP 22 2020

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING APPOINTMENT OF CHRISTINA L. MANUEL, 1801 SANDERSON AVENUE, SCRANTON, PENNSYLVANIA, 18509 AS A MEMBER OF THE BOARD OF THE SCRANTON REDEVELOPMENT AUTHORITY FOR A FIVE (5) YEAR TERM EFFECTIVE SEPTEMBER 14, 2020. MS. MANUEL WILL BE REPLACING BURT SCHWARTZ WHOSE TERM EXPIRED FEBRUARY 5, 2020 AND WAS HELD OVER. MS. MANUEL'S TERM WILL EXPIRE ON FEBRUARY 5, 2025.

THE ADMINISTRATION HAS VERIFIED THAT THE APPOINTEE HAS NO DELINQUENT CITY TAX OR REFUSE PAYMENTS DUE.

Respectfully,

Joseph A. O'Brien (S)

Joseph A. O'Brien, Esquire
Acting City Solicitor

JAO/sl

RESOLUTION NO. _____

2020

APPOINTMENT OF MICHAEL HANLEY, 800 WOODLAWN STREET, SCRANTON, PENNSYLVANIA, 18509 AS A MEMBER OF THE SCRANTON HOUSING AUTHORITY FOR A FIVE (5) YEAR TERM EFFECTIVE SEPTEMBER 27, 2020. MR. HANLEY WILL BE REPLACING MARY CLARE KINGSLEY WHOSE TERM EXPIRED SEPTEMBER 27, 2020. MR. HANLEY'S TERM WILL EXPIRE ON SEPTEMBER 27, 2025.

WHEREAS, Mary Clare Kingsley's term on the Scranton Housing Authority expired on September 27, 2020; and

WHEREAS, the Mayor of the City of Scranton desires to appoint Michael Hanley as a member of the Scranton Housing Authority for a five (5) year term effective September 27, 2020 to replace Mary Clare Kingsley whose term expired on September 27, 2020. Mr. Hanley's term will expire on September 27, 2025; and

WHEREAS, Michael Hanley has the requisite, experience, education and training necessary to serve as a member of the Scranton Housing Authority.

NOW, THEREFORE, BE IT RESOLVED that Michael Hanley, 800 Woodlawn Street, Scranton, Pennsylvania 18509 is hereby appointed as a member of the Scranton Housing Authority for a five (5) year term effective September 27, 2020 to replace Mary Clare Kingsley whose term expired September 27, 2020. Michael Hanley's term will expire on September 27, 2025.

SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intent of this Resolution and the effective administration thereof.

SECTION 2. This Resolution shall become effective immediately upon approval.

SECTION 3. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

Sept. 17,2020

Paige Gebhardt Cognetti
Mayor, City of Scranton
340 North Washington Avenue
Scranton, PA 18503

Dear Mayor Cognetti:

This letter will serve as a record of my interest to serve as a member of the Scranton Housing Authority Board.

As a life long resident of the City of Scranton I have a stake in the future of our great city and would-be honored to have the opportunity to serve the further development of the city through the Scranton Housing Authority.

As the former Chef Executive Officer at United Neighborhood Centers I have served residents and families in every neighborhood of Scranton and as the founder and Chief Executive Officer of United Neighborhood Community Development Corporation I was able to be hands on, working with a number of community partners, in the redevelopment of the South Side of Scranton. I was also a founding member and long time chair of the Housing Coalition of Lackawanna County and a Board member of the Pennsylvania Housing Alliance.

Through my continued work throughout Northeastern Pennsylvania in community and housing development, I have had the opportunity to work with a number of other municipalities in the development of their communities.

Now retired, I am interested in putting this experience to work for the improvement of the City of Scranton.

Wishing you all the best

Michael Hanley



OFFICE OF THE MAYOR

City Hall | 340 North Washington Avenue | Scranton, PA 18503 | 570.348.4101

September 17, 2020

Honorable Council of the City of Scranton
340 N. Washington Avenue
Scranton, PA 18503

RE: Scranton Housing Authority appointment

Dear Council Members:

Please be advised that I am appointing Michael Hanley, 800 Woodlawn Street, Scranton, PA 18509 as a member of the Scranton Housing Authority effective September 27, 2020.

Mr. Hanley will be replacing Mary Clare Kingsley whose term expired September 27, 2020.

Mr. Hanley's five (5) year term is effective September 27, 2020 and will expire on September 27, 2025.

I respectfully request City Council's concurrence in this appointment.

Sincerely,

Paige G. Cagnetti,

PGC/arc

Cc: Scranton Housing Authority
Joseph O'Brien, Esq. Acting City Solicitor
Carl Deeley, Business Administrator
Michael Hanley

Michael Hanley
800 Woodlawn Street
Scranton, Pa 18509

Bio – 2020

Michael Hanley retired on February 1, 2019 as the Chief Executive Officer of United Neighborhood Centers of Northeastern Pennsylvania (UNC), a multi service, grassroots “settlement house” agency serving the needs of families, individuals, senior citizens and children through a network of community centers, childcare centers, older adult centers and community services programs. Hanley began his career at United Neighborhood Centers in 1988 as the director of youth programs at UNC’s Bellevue Community Center advancing to the Director of Aging Services Programs in 1992 Assistant Executive Director in 1994 and Executive Director in January of 1995. During his tenure, UNC has more than quadrupled in size, primarily through the expansion of its housing, community services and crisis programs. He instituted a One Stop Shop Housing Counseling program serving over 1,000 households annually with a variety of housing needs including first time homebuyers education, foreclosure prevention counseling and transitional as well as permanent supportive housing programs for homeless individuals and families. In an effort to strengthen UNC’s community roots, programs have been developed to train and support community youth leaders as well as adult leaders in low-income neighborhoods, the new immigrant community and local housing developments. In addition, under his leadership UNC has initiated a Community Health Department staffed by Community Health Professionals, Nurses and Social workers with the purpose of breaking down the silos between the low income community and healthcare. In its five year history this program has grown to serve over 500 individuals with chronic diseases, linking them to health professionals throughout the community. Hanley also founded and served as the Chief Executive Officer of the United Neighborhood Community Development Corporation, a subsidiary of UNC with a mission of developing affordable rental housing for low income seniors and families as well as addressing the comprehensive community development needs of struggling neighborhoods. Hanley holds a Bachelors Degree in Sociology from the University of Scranton, and a Masters Degree in Public Administration with an emphasis on Non-Profit Management from Marywood University. He is a 2010 graduate of the Achieving Excellence Executive Education Program at Harvard University’s John F Kennedy School and Neighborworks America. Hanley is currently a Board member of Regional Hospital of Scranton and Lackawanna Pro Bono. Prior to retirement he was also a member of the Board of Metro Action of Lackawanna County, the Lackawanna County Workforce Investment Board, the National Advisory Board of the Center for Engagement and Neighborhood Building at the Alliance for Strong Families and Communities as well as the Alliance’s C.E.O. Council. He is also a former board member of the Housing Alliance of Pennsylvania, a founding member of the Housing Coalition for Lackawanna County and a member of the Human Relations Commission for the City of Scranton as well as the Advisory

Board of the Lackawanna County Area Agency on Aging. He is the recipient of the 2016 Distinguished Honor Award from the Martin Luther King Commission, the 2012 Sister Siena Finley Ethics Award from the Ethics Institute of Northeastern Pennsylvania and the 2009 Interdependence Award. Born and raised in Scranton, where he lives with his wife Susan. He is the proud father to son Sean and daughter Katie and Pop Pop to Granddaughter Brianna and Grandson Brayden.



DEPARTMENT OF LAW

City Hall | 340 North Washington Avenue | Scranton, PA 18503 | 570.348.4105

September 21, 2020

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

RECEIVED
SEP 22 2020
OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING APPOINTMENT OF MICHAEL HANLEY, 800 WOODLAWN STREET, SCRANTON, PENNSYLVANIA, 18509 AS A MEMBER OF THE SCRANTON HOUSING AUTHORITY FOR A FIVE (5) YEAR TERM EFFECTIVE SEPTEMBER 27, 2020. MR. HANLEY WILL BE REPLACING MARY CLARE KINGSLEY WHOSE TERM EXPIRED SEPTEMBER 27, 2020. MR. HANLEY'S TERM WILL EXPIRE ON SEPTEMBER 27, 2025.

THE ADMINISTRATION HAS VERIFIED THAT THE APPOINTEE HAS NO DELINQUENT CITY TAX OR REFUSE PAYMENTS DUE.

Respectfully,

Joseph A. O'Brien (s)

Joseph A. O'Brien, Esquire
Acting City Solicitor

JAO/sl